

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1)
of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and
Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

AFFIDAVIT OF JOHN TANGNEY

I, **JOHN TANGNEY**, of the City of Reading, in the State of Massachusetts, **AFFIRM:**

1. I am the Executive Vice-President and General Counsel of Suffolk Construction Company, Inc. ("**Suffolk**") and as such have knowledge of the matters to which I hereinafter depose. This knowledge is either personal to me, obtained from a review of the documents to which I refer, or, where indicated, based on information and belief, in which case I verily believe such information to be true. Where I have indicated that I have obtained facts from other sources, I have identified the sources and I believe those facts to be true.

Suffolk's Projects

2. Suffolk retained Antamex Industries ULC ("**Antamex**") to manufacture and install a modular glass facade (also referred to as a "curtain wall" in the relevant project documents)

at two projects currently under construction in Boston, Massachusetts: the “**South Station Project**” and the “**109 Brookline Project**”.

South Station Project

3. Suffolk was retained by South Station Phase 1 Owner, LLC (the “**South Station Owner**”) to construct the South Station Project, a 51-storey mixed-use tower in downtown Boston, Massachusetts with a budgeted construction cost of more than US\$1 billion. Construction is ongoing at the South Station Project. Currently, the South Station Project is scheduled to be completed in May 2025.
4. Pursuant to a Subcontract Agreement dated February 21, 2020 (the “**South Station Subcontract**”), Suffolk retained Antamex as subcontractor to manufacture and install the curtain wall at the South Station Project. A copy of the South Station Subcontract (without its exhibits) is attached as **Exhibit “A”**.
5. The total amount payable by Suffolk to Antamex under the South Station Subcontract (including pursuant to applicable change orders) is approximately US\$57 million, approximately US\$43 million of which has been paid.

109 Brookline Project

6. Suffolk was retained by IQHQ-109 Brookline I, LLC (the “**109 Brookline Owner**”) to construct the 109 Brookline Project, a 250,000 square foot mixed-use building in downtown Boston, Massachusetts with a budgeted construction cost of more than US\$201 million. Construction is ongoing at the 109 Brookline Project. Currently, the 109 Brookline Project is scheduled to be completed in February 2025.

7. Pursuant to a Subcontract Agreement dated April 26, 2022 (the “**109 Brookline Subcontract**” and together with the South Station Subcontract, the “**Subcontracts**”), Suffolk retained Antamex as subcontractor to manufacture and install the curtain wall at the 109 Brookline Project. A copy of the 109 Brookline Subcontract (without its exhibits) is attached as **Exhibit “B”**.
8. The total amount payable by Suffolk to Antamex under the 109 Brookline Subcontract (including pursuant to applicable change orders) is approximately US\$26 million, approximately US\$15 million of which has been paid.

Antamex’s Defaults

9. Antamex is in default of both of the Subcontracts as a result of the following:
 - (a) Antamex granted a lien to Export Development Canada (“**EDC**”) on the receivables under each of the Subcontracts; and
 - (b) Antamex is unable to pay its debts as they become due.
10. Suffolk confirmed these defaults by separate letters each dated March 7, 2024, copies of which are attached collectively as **Exhibit “C”**. These defaults have not been cured.
11. Suffolk has made all required payments under each of the Subcontracts.
12. On March 11, 2024, Suffolk terminated the Subcontracts pursuant to written notices of termination, copies of which are attached collectively as **Exhibit “D”**.

The Performance Bonds

13. Nationwide Mutual Insurance Company has issued a US\$53.4 million performance bond in favour of Suffolk in respect of the South Station Project.

14. Euler Hermes North America Insurance Company has issued an approximately US\$26 million performance bond in favour of Suffolk in respect of the 109 Brookline Project.

Antamex is in Possession of the South Station Owner's Property

15. The South Station Subcontract provides that Suffolk will pay Antamex for the value of work properly performed during a given period, less a holdback. Requests for payment are made by Application for Payment (referred to as a "**Requisition**"), pursuant to which Antamex certifies that the work described in the Requisition was performed. Together with each applicable Requisition, Antamex delivers to Suffolk a Bill of Sale and Title Transfer agreement pursuant to which ownership of the goods referenced in the applicable Requisition is transferred to the South Station Owner.
16. The most recent Requisition is dated February 27, 2024 (the "**February Requisition**"), pursuant to which Antamex confirmed that certain work performed in respect of the South Station Project had been performed. A copy of the February Requisition is attached as **Exhibit "E"**.
17. In connection with the February Requisition, Antamex also delivered:
 - (a) a Bill of Sale Agreement dated February 26, 2024 (a copy of which is found at page 19 of the February Requisition), pursuant to which Antamex confirmed that the goods listed therein were sold to the South Station Owner; and
 - (b) a Title Transfer to Owner dated February 26, 2024 (a copy of which is found at page 26 of the February Requisition), pursuant to which Antamex transferred and conveyed title to the goods listed therein to the South Station Owner.
18. The goods referred to in the February Requisition:

- (a) are property of the South Station Owner;
 - (b) form part of the curtain wall for the South Station Project;
 - (c) have not yet been delivered to, or installed at, the South Station Project; and
 - (d) according to the February Requisition, remain at one or more Antamex locations.
19. All of the payments made to date by Suffolk to Antamex have been made pursuant to Requisitions.
20. A similar title transfer mechanism exists for work carried out by Antamex under the 109 Brookline Subcontract.

Impact of Delays to the Projects

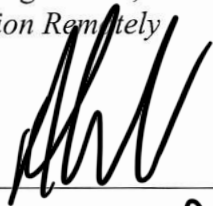
21. The installation of the curtain wall at each of the South Station Project and the 109 Brookline Project is part of the “critical path” of construction, meaning that any delay in the installation of the curtain wall risks causing a material delay to the completion of the applicable Project.
22. The magnitude of damages that will result from this delay is not currently known but could be in the tens of millions of dollars.

This Receivership Application

23. Suffolk did not learn of this application until March 5, 2024, when Suffolk was advised of it by counsel to Antamex.
24. I understand that on March 5, 2024, Justice Black issued an endorsement providing for the appointment of a receiver over some, but not all, of Antamex’s assets, but that a formal order has not yet been issued by the Court.

25. I have reviewed the form of order proposed by EDC. Suffolk's position is that the stay of proceedings contemplated by that form of order is too broad. Suffolk's counsel conveyed this position to EDC's counsel by email on March 9, 2024. EDC's counsel responded on March 10, 2024. A copy of this email chain is attached at **Exhibit "F"**.

AFFIRM remotely via videoconference,
by John Tangney stated as being located in
the City of Reading, in the State of
Massachusetts, before me at the City of
Toronto, in the Province of Ontario, this
11th day of March, 2024, in accordance
with O. Reg 431/20, *Administering Oath or
Declaration Remotely*

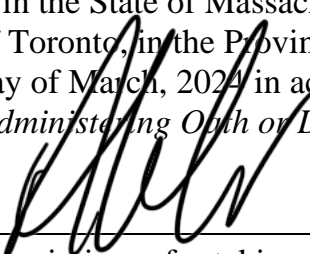


Alexander Souther
Barrister & Solicitor



JOHN TANGNEY

This is Exhibit "A" referred to in the
Affidavit of John Tangney affirmed by John Tangney of the
City of Reading, in the State of Massachusetts, before me at
the City of Toronto, in the Province of Ontario,
this 11th day of March, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

ALEXANDER SOUTTER

Boston Office
65 Allerton St.
Boston, MA 02119

New York Office
One Pennsylvania Plaza
Suite 5500
New York, NY 10119

Cost Code: 84413.000 SUB

**SUFFOLK CONSTRUCTION COMPANY, INC.
SUBCONTRACT**

THIS AGREEMENT, made as of 2/21/2020 by and between ANTAMEX INDUSTRIES ULC, of 210 GREAT GULF DRIVE, CONCORD, ON L4K 5W1, (the "Subcontractor") and Suffolk Construction Company, Inc., of 65 Allerton Street, Boston, MA 02119, (the "Contractor").

WHEREAS, the Contractor has undertaken the construction of BOSTON SOUTH STATION, PHASE 1, (the "Project") in accordance with the provisions of a construction contract (the "General Contract") between the Contractor and SOUTH STATION PHASE 1 OWNER, LLC, of ONE INTERNATIONAL PLACE, SUITE 1120, BOSTON, MA 02110 (the "Owner").

NOW, THEREFORE, in consideration of the agreements contained in this Subcontract, the Subcontractor and Contractor mutually agree as follows:

DEFINITIONS

The following words and phrases shall have the meanings set forth opposite them:

Project is enrolled in CCIP when the box next to "Yes" is marked: Yes No

Project is enrolled in OCIP when the box next to "Yes" is marked: Yes No

"Bonds are Required" when the box next to "Yes" is marked: Yes No

"State" shall mean the state in which the Project is located.

"Subcontract Amount" shall mean FIFTY-THREE MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$53,400,000.00).

"Work" shall mean the work described in Article 1 and Exhibit B for CURTAINWALL

INDEX TO SUBCONTRACT

- Article 1: The Work
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 - 8.11. Mechanics Liens and Payment Claims
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 - 8.14. Cooperation
 - 8.15. Records
 - 8.16. Disputes
 - 8.17. Miscellaneous (Including Discipline, Safety, Stored Materials, Clean up, Right of Offset, Maintenance of Equipment, Signage, Names in Event of Emergency, Effective Date, Confidentiality of Information, Jurisdiction, Waiver, Severability)
 - 8.18. Protection of the Work

Article 9: Final Agreement

Exhibit "A" List of Contract Documents (may be omitted)

Exhibit "B" The Work

Exhibit "C" Form Payment and Performance Bonds [if Bonds are required]

[All Other Exhibits Are Identified in Exhibit "A"]

ARTICLE 1. THE WORK.

The Subcontractor agrees to furnish, provide and install all labor, supervision, materials, equipment, plant, supplies, tools, scaffolding, hoisting, transportation, layout (including engineering where necessary), unloading and handling, work and other services, and everything else required to perform and complete the Work required by the General Contract between the Contractor and the Owner as specified in the applicable sections of the specifications, together with all other related plans and Contract Documents, as such may be amended from time-to-time (as defined in this Subcontract). All of the foregoing is to be furnished and performed in accordance with the General Contract and the Contract Documents referred to in the General Contract, including the drawings, plans and specifications and addenda thereto prepared by the architect (the "Architect"), the General Conditions of the Contract for Construction and (if any) the Supplementary General Conditions and Special General Conditions, and any Exhibits thereto, as any or all of which may be amended from time-to-time and all of which are collectively referred to as the "Contract Documents". Terms used in this Subcontract which are defined in the Contract Documents shall have the same meanings as designated in the Contract Documents. The Subcontractor agrees to be bound to the Contractor with respect to the Work by all the terms of the Contract Documents, and further agrees to assume to the Contractor with respect to the Work, all obligations and responsibilities which the Contractor has assumed to the Owner with respect to the Work except to the extent that provisions in the Contract Documents by law are applicable only to Contractor and cannot be passed down to Subcontractor. The Subcontractor shall require that all of its lower tier subcontractors and suppliers be bound unto Subcontractor in the same manner as Subcontractor is bound unto Contractor. By executing this Subcontract, Subcontractor confirms that it has been provided ample opportunity to review the Contract Documents prior to such execution; has either reviewed and accepted the obligations set forth in the Contract Documents or has declined such opportunity and accepted such obligations by such declination; and accordingly, waives any and all claims, rights, allegations and defenses that Subcontractor has not reviewed or was not given the opportunity to review the Contract Documents or lacks knowledge of any of the terms or conditions contained therein.

In the event that any provision of this Subcontract conflicts with a provision of the Contract Documents, the provision imposing the most stringent requirements and better quality or greater quantity of work or materials on Subcontractor shall govern. Furthermore, in the event of a conflict between the terms and conditions contained in Exhibit B of the Subcontract and those that appear elsewhere in the Subcontract, those that appear elsewhere in the Subcontract shall govern, except as to

specific trade scope items, in which event, Exhibit B shall govern.

Subcontractor represents and warrants that it is experienced and knowledgeable in the coordination and procurement of the various elements of the trades included in the Work. Subcontractor agrees to use its best skill and judgment in the performance of the Work and to cooperate with Contractor so that Contractor may fulfill its obligations to Owner. Subcontractor shall require all of its subcontractors, vendors, materialmen and suppliers of any tier to be bound by all obligations and requirements of Subcontractor herein by written agreement. It is specifically understood and agreed, however, that Contractor has no contractual relationship with any of Subcontractor's subcontractors, vendors, materialmen or suppliers of any tier.

ARTICLE 2: TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall give the Subcontractor a forty-eight (48) hour notice to proceed upon which Subcontractor shall man the project in accordance with Contractor's construction schedule (as it may be amended from time to time). Subject to adjustments authorized in accordance with this Subcontract, the Work shall be completed no later than the date(s) specified, if any, in this Subcontract or the date stated in the most recent project schedule or schedule update provided by Contractor to Subcontractor, whichever has been most recently provided at any given time.

ARTICLE 3: SUBCONTRACT AMOUNT.

The Contractor agrees to pay the Subcontract Amount to Subcontractor as full payment for all work, labor, materials, equipment, taxes, fees and all other matters or amounts arising out of or to be performed or furnished by the Subcontractor or anyone for whom Subcontractor is responsible under this Subcontract.

ARTICLE 4: PAYMENT.

Within ten (10) days after Contractor's receipt of good funds from Owner or such longer period as permitted by applicable law and provided Subcontractor's rate of progress and general performance are satisfactory and Subcontractor satisfies any and all conditions precedent to payments set forth in this Subcontract and the Contract Documents, Contractor shall pay to Subcontractor the value of the Work properly performed during the applicable payment period less ten percent (10%) retainage unless applicable law prohibits the foregoing amount of retainage, in which case, Contractor shall withhold the maximum amount of retainage permitted by law. To the fullest extent permitted by law, receipt of progress and/or final payments by the Contractor from the Owner with respect to the Work shall be, in each instance, a condition precedent to the Subcontractor's rights to receive payment from Contractor. The Subcontractor's applications for partial payments and final payment ("Requisitions") are to be submitted to the Contractor in the form set forth in one of the exhibits incorporated through Exhibit "A" and/or in the manner required by the Contractor, and shall specifically itemize all sales tax included in such application, where applicable. Each Requisition must be supported by such data substantiating the Subcontractor's right to payment as the Contractor, Owner, Owner's Lender and/or Architect may require, including releases of lien from Subcontractor and all sub-subcontractors, laborers and materialmen of the Subcontractor, confirming that they have been paid through the date of the Subcontractor's last requisition in a form satisfactory to Contractor in its sole discretion. Furthermore, in the event that Subcontractor is required to provide payment and performance bonds from its surety in accordance with this Subcontract, the Subcontractor shall be required, with each Requisition or at other times in Contractor's sole discretion, to submit a rider to such bonds issued and signed by the applicable surety(ies) and Subcontractor, with the necessary power of attorney attached, that increases the penal sum of such bonds in an amount equal to the Subcontract Amount, as such has been adjusted through the date of submission of any requisition for payment. As a condition precedent to final payment, Contractor shall require the Subcontractor to provide evidence (including releases, waivers and affidavits in forms satisfactory to Contractor in its sole discretion) that all payroll, materials, equipment, sub-subcontractors and suppliers have been paid in full for Work on the Project.

Prior to submission of the first Requisition, the Subcontractor will deliver to the Contractor, for review and approval, a breakdown of the Subcontract Amount showing a Schedule of Values for the various parts of the Work in such form and detail required by the Contractor. Once accepted, this Schedule of Values will be used as a basis for payment of the Subcontractor's monthly Requisition, subject to Subcontractor's obligations to adjust, revise or provide a further detailed breakdown of the Schedule of Values as directed by Contractor at any time. If the Owner agrees to pay for stored materials, Subcontractor may include stored materials in its Requisition subject to the Owner's and Lender's approval and requirements, and providing adequate insurance coverage and transferring title to those materials free and clear of all liens and claims. Further, Subcontractor shall be required to submit documentation required by Contractor in its sole discretion confirming transfer of title of all such material, as well as take all steps necessary to and/or directed by Contractor to ensure stored material is segregated and distinct from inventory and clearly identifiable to the Project. Requisitions shall be submitted monthly on or before the 25th day of the month or on a schedule to be furnished to the Subcontractor by the Contractor (unless

a different date is required by the Contract Documents). Failure to submit any such Requisition on a timely basis may result in the postponement of payment under such Requisition until payment on the next Requisition is due. The Subcontractor shall only be entitled to payment in the amount approved by the Contractor and the Architect or Owner with respect to said Requisitions subject to the terms and conditions of the Subcontract. The value of any materials, equipment and Work included in a Requisition for payment which is found unacceptable by the Contractor or the Architect may be deducted from that or any subsequent Requisition.

Retainage held on the Subcontractor shall be reduced after Substantial Completion at Contractor's sole discretion or at the latest time permitted by law, whichever is earlier, but shall be subject to being withheld or further increased due to damage to another subcontractor's work, defective or incomplete Work, unsettled claims or Subcontractor's failure to fulfill any obligations set forth in its Subcontract, subject to applicable law. Furthermore and subject to the foregoing sentence, retainage shall be paid upon Contractor's receipt of such retainage from the Owner, with receipt of such retainage from Owner being a condition precedent to Contractor's obligation to pay retainage to the fullest extent permitted by law.

In addition to the foregoing requirements, final payment, constituting the entire unpaid balance of the Subcontract Amount, shall be due only when the Subcontractor shall execute and deliver to the Contractor a final release and lien waiver, in a form satisfactory to the Contractor, of all claims of the Subcontractor against the Contractor and Owner and other applicable releasees as well as such final releases and waivers from all sub-subcontractors, laborers, vendors and materialmen of the Subcontractor, an affidavit listing all sub-subcontractors, materialmen, and union benefits payments (where applicable) and certifying that there are no liens, claims or demands by sub-subcontractors, materialmen, laborers, other employees or third persons, and a certificate from the appropriate state and local taxing authority evidencing payment of all applicable taxes, consent of surety, if any, and provide all as-built drawings, maintenance manuals and warranties necessary or required in connection with the Work. The Subcontractor's acceptance of final payment shall constitute full and final settlement of all obligations of the Owner, Contractor and Contractor's surety to the Subcontractor with respect to this Subcontract.

Contractor reserves the right to make any payment to Subcontractor, including payments due hereunder, by a check made payable to the joint order of Subcontractor and Subcontractor's workmen, materialmen, suppliers, lower tier subcontractors, employee fringe benefit trusts or any of Subcontractor's creditors having potential lien or bond rights against the Project. Subcontractor agrees to endorse such check in the office of the Contractor and allow the Contractor to send it directly to the other joint party if necessary.

No partial payment, or certificate thereof, shall constitute the acceptance or approval by the Contractor of the Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Contractor of any right to require fulfillment of the entire scope of the Subcontract. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Contractor of defective Work or improper materials or of any element of the Subcontractor's performance determined to be at variance with the Contract Documents. Furthermore, the observations of or participation by Owner, Architect or Contractor in inspections, tests or mock-ups shall not relieve Subcontractor from its obligations to perform the Work in accordance with the Contract Documents.

Contractor reserves the right to withhold, as an additional reserve and without limiting any other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Subcontractor (or anyone providing any of the Work hereunder) has (i) failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or (ii) has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears in Contractor's good faith judgment that funds remaining in the Subcontract are insufficient to complete the Work; (c) to reimburse Contractor for any damages, losses, costs, liabilities or expenses incurred as a result of any act or omission by Subcontractor hereunder; (d) to protect Contractor from the possible consequences of any breach or default by Subcontractor hereunder; (e) to secure Contractor with respect to any breach or default by Subcontractor or its affiliates, parent company and subsidiaries under any other agreement; or (f) to protect Contractor in the event that Owner withholds funds from Contractor under the General Contract for any reason arising out of or relating to the Work.

ARTICLE 5: TIME.

The Subcontractor agrees to perform the Work diligently and to provide a sufficient number of properly skilled and supervised workmen in accordance with the directions of the Contractor and in compliance with the project schedules of the Contractor and the Contract Documents, as such may be revised at Contractor's discretion. It is specifically understood that time is of the essence for the performance of the Subcontractor's obligations under this Subcontract. Accordingly, Subcontractor shall be liable for any and all costs, losses, liabilities and damages arising out of or occurring in connection with Subcontractor's failure to diligently commence or prosecute the Work or any breach of this Subcontract. If at any time Subcontractor's actual progress is inadequate to meet the requirements of this Subcontract, in whole or in part due to causes within Subcontractor's

control, Contractor may notify Subcontractor who shall then take such steps within twenty-four (24) hours as may be necessary to improve its progress. If within such twenty-four (24) hours, Subcontractor does not improve its performance to meet the current progress schedule, Contractor may require an increase in Subcontractor's labor force, number of shifts, overtime operations, weekend work, all without additional cost to the Contractor or Contractor shall have the right, but not the obligation, to supplement Subcontractor's work force and take any and all other measures at Contractor's sole discretion. In such an event, the Subcontractor shall be responsible for any and all such costs, losses, damages and expenses. Neither such notice, nor Contractor's failure to issue such notice shall relieve Subcontractor of its obligation to achieve the quality of Work and the rate of progress required by this Subcontract. Project float provided for in the Project schedule is for the exclusive use of the Contractor and Contractor may back charge to the Subcontractor damages suffered by the Contractor caused by a delay of the Subcontractor in the performance of this Subcontract.

ARTICLE 6: EXTENSIONS.

The Subcontractor agrees that it shall have no claim for money damages or additional compensation for delay, hindrance, disruption, re-sequencing or inefficiency no matter how caused and that its sole and exclusive remedy for any delay or increase in the time required for performance of this Subcontract not due to the fault of the Subcontractor shall be an extension of time for performance of its Work to the extent that Contractor receives such extension from Owner. Written notice of all claims for any extension of time shall be submitted to Contractor within ten (10) days of the occurrence of the event which causes such delay or such shorter time as necessary to allow Contractor to timely submit such claim to the Owner in accordance with the terms and conditions of the General Contract, or such claim shall be deemed waived by Subcontractor. Such written notice is a condition precedent to Contractor's consideration of Subcontractor's request for an extension of time.

ARTICLE 7: BONDS.

If Bonds are Required (as determined from the first page of this Subcontract), the Subcontractor shall, prior to commencing the Work under the Subcontract, execute and deliver to the Contractor performance and payment bonds each in the penal sum equal to the Subcontract Amount and in the form attached hereto as Exhibit "C" and with sureties acceptable to the Contractor. The Subcontractor's failure to furnish any required bonds within seven (7) days of its written commitment to perform Subcontract shall be grounds for termination of this Subcontract, at the sole discretion of Contractor. The penal sum of any bonds issued by any of Subcontractor's sureties shall be automatically and immediately increased in an amount equal to any increase in the Subcontract Amount without notice to Subcontractor or any of Subcontractor's sureties.

ARTICLE 8: SUBCONTRACT TERMS AND CONDITIONS.

8.1 Scope of Work. The intent of the Contract Documents is to include all items necessary for the proper execution of the Work. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. Items omitted from the Contract Documents shall be included within the scope of the Work if they are required by applicable laws, regulations, permits, licenses, approvals, consents, mitigation measures, codes, directives or orders or if they are reasonably inferable from the intent of the Contract Documents or if they are necessary to produce the intended results.

8.2 Performance of Work. The Subcontractor agrees to perform, obtain, furnish and provide at its expense all work, labor, materials, tools and equipment necessary to complete the Work in a good and workmanlike manner, in accordance with the Contract Documents to the full satisfaction of the Architect, Contractor and Owner and in compliance with the directions and job schedule of the Contractor and in proper cooperation with the Contractor and other subcontractors, so as not to delay or otherwise interfere with or obstruct their work. Neither Architect nor Contractor nor Owner shall be responsible for construction means, methods, techniques, sequences or procedures of Subcontractor; safety precautions and programs of Subcontractor; the acts or omissions of Subcontractor or anyone for whom Subcontractor is responsible; or the failure of Subcontractor to carry out the Work in accordance with the Contract Documents or this Subcontract.

The Subcontractor agrees to proceed at once to prepare all required shop drawings, samples, certificates and similar information which will meet with the approval of the Contractor and Architect, and to furnish said required submissions within two (2) weeks of the execution of this Subcontract or such other period of time as is specified in writing by the Contractor. By submitting shop drawings and samples, the Subcontractor represents that the Subcontractor has determined and coordinated all field and shop measurements, field construction criteria, catalog numbers and similar data and that the Subcontractor has checked and coordinated each shop drawing and sample with the requirements of the Work and Contract Documents. The Subcontractor shall give the Contractor notice of, and opportunity to be present at, all inspections and testing with reference to the Work. The Subcontractor agrees that the Architect shall have the authority to reject Work which does not conform to the Contract Documents. The Subcontractor shall, within twenty-four (24) hours, at its own cost and expense, repair or replace all Work or materials rejected by the Architect, Contractor or Owner as defective or failing to conform to the Contract Documents, whether such defect is observed before or after Final Completion of the Work and whether or not

fabricated, installed or completed.

8.3 Dependence of Work. If the Subcontractor discovers or in the exercise of reasonable diligence should have discovered that any previous work required to be performed under the Contract Documents or any portion of work on which the Subcontractor's Work is dependent is not in accordance with the Contract Documents, the Subcontractor shall, prior to commencing that portion of the Work, promptly notify the Contractor in writing. Subcontractor shall be responsible for all additional costs and impacts to schedule should Subcontractor fail to so notify Contractor in writing. Commencement of Work in a particular area will be acknowledged as acceptance of the surfaces and conditions within that particular area and any additional costs, including, without limitation, further preparation or cleaning of the area after acceptance will be the Subcontractor's responsibility.

8.4 Statutory and Regulatory Compliance. The Subcontractor shall promptly notify the Contractor and Architect in writing of any variance between the Contract Documents and applicable laws, statutes, ordinances, regulations, licenses permits, approvals, consents, mitigation measures, rules, directives and codes relating to the Work, as well as any conflict among the Contract Documents which the Subcontractor discovers or should have discovered (in the exercise of reasonable diligence) by study of said Contract Documents. If the Subcontractor fails to notify Contractor or proceeds without written instructions from the Contractor, the Subcontractor shall do so at its own risk and all costs and schedule impacts shall be the sole responsibility of Subcontractor.

If the Subcontractor performs any Work without fulfilling its obligations set forth in this Section 8.4, the Subcontractor shall assume full responsibility for and shall bear all costs attributable to that Work and any and all resulting damages, losses, costs and expenses. The Subcontractor shall defend, indemnify and hold harmless the Contractor and Owner for any loss or damage resulting from such violation.

The Subcontractor shall, at its own cost and expense, apply for and obtain all necessary licenses and permits and shall pay all fees and inspections necessary for the proper execution and completion of its Work. The Subcontractor shall pay all sales, consumer, use and all other applicable taxes for the Work or portions of the Work, and shall provide reasonable evidence of such payment.

The Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, codes, and directives of any public agency and court.

8.5 Equal Opportunity Compliance/Non-Discrimination. During the performance of this Subcontract, the Subcontractor agrees as follows:

8.5.1 Subcontractor will not discriminate against any employee or applicant for employment because of race, color, gender, sexual orientation, national origin, ancestry, age, religion, veterans' status or liability for services in the armed forces of the United States, and will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without such discrimination. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by Contractor setting forth the requirements of the Equal Opportunity Clause.

8.5.2 Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, gender, sexual orientation, national origin, ancestry, age, religion, veterans' status or liability for services in the armed forces of the United States.

8.5.3 Subcontractor acknowledges that Contractor is subject to various local, state and/or federal laws, executive orders, labor and other contractual agreements and regulations regarding equal opportunity and affirmative action which may also be applicable to Subcontractor and that all applicable equal opportunity and affirmative action requirements shall be incorporated herein as required by law, executive orders, and regulations including (the "Requirements"). Subcontractor agrees to comply with all of the Requirements and to incorporate the Requirements in its own agreements.

8.5.4 Subcontractor further agrees to maintain appropriate records regarding its compliance with the Requirements and to make such records available to Contractor as reasonably necessary to enable Contractor to respond to Owner and/or or government audits or inquiries regarding Contractor's own EEO/AA programs. Subcontractor shall inform Contractor within 10 days of receiving an order to show cause from any governmental entity relating to any issue between Subcontractor and that entity regarding Subcontractor's compliance with the Requirements including, but not

limited to, issues as to the applicability of the Requirements to Subcontractor.

8.5.5 Consistent with the Requirements, Contractor's company policy prohibits harassment of any employee on account of race, color, gender, sexual orientation, national origin, ancestry, age, religion, veterans' status or liability for services in the armed forces of the United States. The Requirements and Contractor's policy forbid any employee, male or female, to sexually harass another employee by: (i) making unwelcomed sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature, a condition of any employee's continued employment, or (ii) making submission to or rejections of such conduct the basis for employment decisions effecting the employee, or (iii) creating and intimidating, hostile or offensive working environment by such conduct. Subcontractor acknowledges and shall conform to Contractor's policy against harassment. Subcontractor's foreman or supervisor shall be responsible for the enforcement of this policy and take such measures as are required to prevent harassment of any employee on the project site by Subcontractor's employees or sub-subcontractors. Subcontractor's employees shall act responsibly to establish a pleasant working environment free of discrimination and harassment. Interference with the policy will result in immediate corrective action, including but not limited to the dismissal of personnel from the jobsite as appropriate in Contractor's sole discretion.

8.6 Contractor's Rights and Remedies.

8.6.1 The Contractor shall have the right, without invalidating this Agreement, to make changes in the Work to be performed under this Subcontract. Such changes may consist of (i) changes in the scope of the Work as such is defined in the Contract Documents; (ii) changes in the Work (including deletions of portions of the Work) ordered by the Contractor; or (iii) changes in the Work which occur as a result of the Subcontractor's default in the performance of its obligations under this Subcontract. Adjustment of the Subcontract Amount for the changes described in (i) and (ii) above shall be determined according to the manner set forth in the Contract Documents for Change Orders; adjustment of the Subcontract Amount for the changes described in (iii) shall be determined in the manner set forth in Paragraph 8.6.2

8.6.2 If the Subcontractor at any time defaults in any of its obligations under this Subcontract, neglects to carry out the Work in accordance with this Subcontract or the Contract Documents, fails to supply a sufficient number of properly skilled workmen or materials of the proper quality or quantity, fails in any respect to prosecute the Work promptly or diligently, or fails to maintain the Contractor's job schedules or fails in Contractor's opinion in the performance, or observance of any terms, conditions, obligations or covenants of this Subcontract, the Contractor may, after twenty-four (24) hours' written notice to the Subcontractor (unless Subcontractor cures such default within said period) and without prejudice to any other remedy that Contractor may have at law, contract, equity or otherwise (i) provide any such labor and materials and deduct the cost thereof from any money due or thereafter becoming due to the Subcontractor and/or (ii) terminate the employment of the Subcontractor and enter upon the Project and take possession of all materials and equipment whatsoever thereon, including, without limitation, all materials stored on or off site, and employ any other person or persons to finish the Work and provide materials therefore. If the Contractor undertakes to correct such deficiencies provided in (i) of this Paragraph or to terminate this Subcontract as provided in (ii) of this Paragraph, the Subcontractor shall not be entitled to receive any further payments under this Subcontract until all work at the Project is completed, and Subcontractor shall be responsible for any and all costs, losses, expenses, damages and liabilities resulting from or arising out of Subcontractor's defaults, including, without limitation, attorney's fees and court costs, and an administrative burden equal to fifteen percent (15%) of all such costs, losses, expenses, damages and liabilities (collectively the "Default Costs"). As to any claim which arises out of Subcontractor's performance of the Work which is also caused by the acts or omissions of any third party, Subcontractor's liability hereunder shall be joint and several.

If the Default Costs exceed the unpaid balance of the Subcontract Amount, the Subcontractor shall promptly pay such difference to the Contractor.

8.6.3 Additionally, the Contractor shall have the right to terminate this Subcontract pursuant to the provisions of Paragraph 8.6.2 if the Subcontractor (i) shall file for bankruptcy protection or generally become involved in financial difficulties so that he is unable to pay his debts generally as they become due or (ii) shall suffer adverse changes in its financial position which substantially impede the Subcontractor's performance under this Subcontract.

In the event the Subcontract is terminated under Article 8.6.2 and/or 8.6.3, and it is subsequently determined that the Subcontractor was not in default, then the Subcontractor's termination shall be deemed a termination for convenience under Article 8.6.4. Thereupon, the rights and obligations of each party shall be determined in accordance with Article 8.6.4.

8.6.4 Contractor shall have the right to terminate this Subcontract at any time for its convenience upon written notice to Subcontractor. In the event of a termination of this Subcontract for Contractor's convenience not caused by a default of the Subcontractor, including those caused by the failure or refusal of the Owner to approve the Subcontract or the failure of the Owner and Contractor to enter into a General Contract, the Subcontractor shall be compensated in an amount equal to the

lesser of the actual cost of the Work completed prior to termination or that portion of the total Subcontract Amount attributable to the percentage complete of the Work based on the most updated schedule of values and to the fullest extent permitted by law, only to the extent that Contractor is compensated by the Owner. Such compensation shall be Subcontractor's sole and exclusive remedy for any such termination for Contractor's convenience. In no event shall Subcontractor be entitled to any overhead or profit on that portion of the Work which is not performed or any other payments or damages. To the fullest extent permitted by law, receipt of payment from Owner for such termination shall be a condition precedent to Subcontractor's right to receive payment hereunder. Any claims of the Subcontractor arising out of the Subcontractor's termination pursuant to this paragraph shall be governed by Paragraph 8.12.

8.7 Assignment.

8.7.1 Assignment by Contractor. Contractor may assign its rights and obligations under this Subcontract. Contractor shall remain primarily liable under this Subcontract for the performance of all of Contractor's obligations set forth in this Subcontract until the time such assignment becomes effective, at which time (i) Contractor shall be relieved of any and all of its obligations under this Subcontract arising on or after the time of such assignment, (ii) Subcontractor shall accept such assignee and the substitution of Contractor, and (iii) Subcontractor shall look solely to the assignee for payment and any and all other obligations with respect to any and all obligations of Contractor arising on or after the time of such assignment. Furthermore, if, at the sole election of the assignee, the assignee assumes the obligations of Contractor under the Subcontract arising prior to the time that such assignment becomes effect, Subcontractor agrees that Contractor shall be relieved of its obligations under the Subcontract arising prior to the time of such assignment. It is agreed that in the event of an assignment, Subcontractor shall remain bound by the terms of this Subcontract.

This Subcontract may, at the sole option of the Contractor, Owner or its lender providing construction financing, be assigned to the Owner, its assignee or any lender providing construction financing or assigned to another contractor, and the Subcontractor shall continue to work as though this Subcontract was with the assignee. Said assignment shall become effective only upon written notice by the Owner or such lender that the Owner or such other contractor is assuming this Subcontract. The Subcontractor shall execute any instruments necessary to confirm such assignment. By executing this Subcontract, the Subcontractor confirms and assents to the aforementioned rights of assignment and assumption. Subcontractor shall include provisions in all agreements and purchase orders with its subcontractors, suppliers and vendors that provide that all such agreements and purchase orders are freely assignable by Subcontractor to Contractor, Owner and their respective assigns.

8.7.2 Assignment by the Subcontractor. The Subcontractor acknowledges and agrees that neither this Subcontract nor the Work, nor any part of the Work, nor the Subcontractor's right to receive payment under this Subcontract shall be assigned nor sublet without the prior written consent of the Contractor, and any attempt to do so shall constitute an abandonment by the Subcontractor of this Subcontract and an additional cause for termination pursuant to Paragraph 8.6. Any such assignment shall be void, and the assignee shall acquire no rights in this Subcontract, or to any payment due under this Subcontract. No sub-subcontract or assignment by the Subcontractor shall under any circumstances operate to relieve the Subcontractor of its obligations under this Subcontract.

8.8 Indemnification.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner, as well as any other parties which Contractor is required under the Contract Documents to defend, indemnify and hold harmless, and their agents, servants and employees, from and against any claims, costs, expenses, damages, suits, fines, penalties and/or liabilities (including attorneys' fees and costs and attorneys' fees incurred in enforcing Subcontractor's obligations set forth in this Section 8.8), caused by, arising out of, resulting from, or occurring in connection with (i) the Work, whether or not caused in part by the negligence or other fault of a party indemnified hereunder; (ii) any breach or default by the Subcontractor in the performance of any of its obligations under the Subcontract; or (iii) any actions or suits concerning any of the foregoing in which any of the Indemnitees are made a party defendant; provided, however, Subcontractor's duties set forth in this Section 8.8 shall not arise if any such claim, cost, expense, damage, suit, fine, penalty and/or liability is wholly caused by the sole negligence of a party indemnified hereunder. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor Workmen's Compensation, Disability Benefit Acts or other employee benefit acts. Subcontractor specifically waives any immunity provided against this indemnity by worker's compensation statute. The Subcontractor shall provide in the policy of comprehensive general liability insurance required by this Subcontract a contractual indemnity endorsement which insures Subcontractor's liability under the provisions of this Paragraph. Neither Subcontractor's failure to secure and maintain insurance in accordance with its obligations set forth herein nor the unavailability of insurance coverage for any of Subcontractor's defense or indemnification obligations hereunder shall relieve Subcontractor of its obligations set forth in this Section 8.8. Nothing in this Section 8.8 shall be construed to require any indemnification which would make this Section void or unenforceable or

to eliminate or reduce any indemnification or rights which the Contractor or any other party indemnified hereunder have by law. Subcontractor's obligations set forth in this section shall survive the completion of the Work or termination of the Subcontract.

8.9 Insurance.

8.9.1 The Subcontractor shall purchase and maintain such insurance as will protect itself from claims set forth below, which may arise out of, or result from its operations under this Subcontract, whether such operations be by itself, or by any sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including coverage for the following:

- 1) Claims under Worker's or Workmen's Compensation Disability Benefits, and other Employee Benefit Acts required by the state in which the project is located, whether or not Subcontractor utilizes leased employees or labor services for its Work;
- 2) Claims for damages because of Bodily Injury, occupational sickness or disease, or death of its employees or other persons;
- 3) Claims for damages, other than to the Work itself, because of injury to, or destruction of tangible property, including loss of use resulting therefrom;
- 4) Claims for damages because of Bodily Injury, or death of any person, or property damage, arising out of the ownership, maintenance, or use of any motor vehicle; and
- 5) "COMPLETED OPERATIONS" Coverage shall be maintained throughout the statute of repose period under the law of the state in which the Project is located.
- 6) Claims which may arise out of or result from explosion, collapse or underground (XCU) operation.

8.9.2 The Limits of Liability Shall Not be Less Than The Following:

GENERAL LIABILITY:

Bodily Injury & Property Damage	\$1,000,000.00 per occurrence
General Aggregate	\$1,000,000.00 per project
Products & Completed Operations	\$1,000,000.00 annual aggregate

AUTOMOBILE LIABILITY

\$1,000,000.00 Combined single limit

EMPLOYERS LIABILITY/

WORKERS COMPENSATION:

\$500,000.00 each accident or statutory limits
 \$500,000.00 disease per employee or statutory limits
 \$500,000.00 disease policy aggregate or statutory limits

UMBRELLA LIABILITY

\$3,000,000.00 per occurrence
 \$3,000,000.00 per project general aggregate
 \$3,000,000.00 Products & Completed Operations Aggregate

PROFESSIONAL LIABILITY (if applicable)

\$2,000,000 per claim
 \$2,000,000 aggregate

POLLUTION LIABILITY (if applicable)

\$2,000,000 each occurrence
 \$2,000,000 aggregate

8.9.3 The insurance required by Subparagraph 8.9.1 above shall include Contractual Liability Insurance Coverage, applicable to the Subcontractor's obligations under paragraph 8.8 of this Agreement. All insurance required by the Contract Documents shall include a Waiver of Subrogation in favor of Contractor, Owner, their subsidiaries and affiliates, and any other entity

required by the Contractor or Owner. In the event an endorsement is required in order to obtain such Waiver of Subrogation, Subcontractor shall cause the policies to be so endorsed.

8.9.4 Certificates of Insurance acceptable to the Contractor and/or the Owner, shall be filed with the Contractor within ten (10) days of the execution of this Subcontract, unless the Contractor otherwise directs the Subcontractor to provide such certificate in a shorter time period. These Certificates of Insurance and all policies shall contain a provision that coverage afforded under the applicable policies will not be canceled until at least thirty (30) days prior written notice has been given the Contractor. This thirty (30) day notice requirement must also appear, by Endorsement, on all Subcontractors' policies. The Subcontractor shall within three (3) days of any written request by Contractor provide to Contractor copies of its complete insurance policies, certified if requested, which evidence coverages required by this Agreement. (Insurance coverages must be provided in a format acceptable to Contractor by insurance companies licensed to do business in the State, and acceptable to the Contractor and/or the Owner).

8.9.5 Subcontractor shall name Contractor, Owner and/or any other interested parties as designated by Owner or Contractor as Additional Insureds on a primary, non-contributing basis to any other insurance available to the additional insured whether such insurance is primary, excess/umbrella, self-insured, or otherwise, on all liability policies of Subcontractor, throughout the duration of the Project for claims arising out of the Work for ongoing and completed operations. Subcontractor's policies shall continue to so name those additional insureds in this fashion upon policy renewals throughout the statute of repose period under the law of the state in which the Project is located. The limits of liability stated above are minimum limits. In the event Subcontractor has in force any insurance with coverages broader and/or limits higher than the minimum coverage amounts specified in this Subcontract, such broader coverages and higher limits shall insure and be available to all additional insureds; the coverages and limits provided to the Additional Insureds shall be no less than those provided to the Subcontractor as an Insured under such policies; and this Subcontract shall be deemed to require such broader coverages and higher limits. Subcontractor's policies required herein shall contain no exclusions or limitations with respect to Subcontractor's scope of work and/or type of structure being constructed, including, without limitation, exclusions for condominium exclusion, residential, lead, asbestos, EIFS or specified drywall, or the method of insuring the project including the implementation of a controlled insurance program (wrap up).

The Umbrella Liability insurance required by this Article, and any other insurance required by this Subcontract which is furnished via an excess/umbrella policy form, shall provide that (i) it covers any party as an additional insured who qualifies as such on the underlying insurance and follows form for such additional insured coverage, and (ii) the coverage afforded to such additional insured is primary and non-contributing to any of the other insurance available to the additional insureds whether such insurance is primary, excess/umbrella, self-insured, or otherwise. Subcontractor shall provide reasonable evidence of completed operation coverage if required by Contractor as a condition precedent to final payment. The Liability Policies will provide defense and indemnity to the Additional Insureds for any and all claims arising out of the Work. The insurer's defense and indemnity obligations shall not be limited to claims in connections with Contractor's supervision of the Work. Each such policy obtained by Subcontractor shall provide that the insurer shall defend any suit against Contractor, its officers, agents, or employees even if such suit is frivolous or fraudulent so long as such suit results from or arises out of the Work.

The Subcontractor shall provide professional liability insurance if the Work includes fire alarm design, mechanical work, plumbing work, fire sprinkler work or any professional service. Subcontractor must maintain policies written on a claims made basis for a minimum of two (2) years after substantial completion of the Project and have a retroactive date prior to the effective date of this Subcontract.

The Subcontractor shall provide pollution liability insurance if the Work includes excavation, remediation, transporting or disposing of hazardous materials. Contractor, the Owner and any other parties as designated by the Owner or the Contractor shall be named as additional insureds. If hazardous waste is being hauled, Subcontractor shall ensure that the MCS 90 endorsement is included under the applicable automobile liability insurance.

The Subcontractor agrees to notify the Contractor of any substantial claims (paid or reserved) applied against the aggregate of any of the required insurance policies. The full general liability general aggregate policy limit required above shall be available with respect to the Subcontractor's obligations hereunder, and the Subcontractor shall obtain a dedicated construction project(s) general aggregate limit endorsement confirming such coverage.

8.9.6 Property Insurance Coverage may be provided by the Owner, and may be limited to coverage for the Owner, Mortgagee and Contractor only, and limited to the perils of Fire, Lightning, Explosion (excluding Steam Boilers), Wind, Hail, Riot or Civil Commotion. Each Subcontractor shall be responsible for any insurance deductible amount under the property insurance or any other insurance policy maintained by the Owner or Contractor arising out of a claim relating to or occurring in connection with the Subcontractor's negligence, breach or willful misconduct.

8.9.7 The Subcontractor, and/or sub-subcontractors and/or suppliers who supply materials for the Work, shall be solely responsible for, and pay for the protection of and insuring the materials at all times, including while stored off premises and while the materials are in transit to the job site, until incorporated into the Work and transferred to and accepted by the Owner. If materials and equipment are to be paid for prior to incorporation into the Work and transfer to the Owner, the Subcontractor shall purchase and maintain insurance coverages on the property, in a format protecting the property, regardless of its location, for the "All Risk or Risks of Physical Loss" type perils, which are to include Weather damage, Theft, Vandalism, and Malicious Mischief. Such insurance shall include a Waiver of Subrogation in favor of Contractor, Owner, their subsidiaries and affiliates. In the event an endorsement is required in order to obtain such Waiver of Subrogation, Subcontractor shall cause the policies to be so endorsed. Any Deductible Clause chosen shall be the sole responsibility of the Subcontractor, and shall be subject to the written approval of the Contractor and/or the Owner. This insurance shall be in a format acceptable to the Contractor and/or the Owner, and shall insure for the "Replacement Cost" of the materials with no Co-Insurance applicable. The Contractor and/or the Owner, As Their Interest May Appear, shall be the "Loss Payee" on any such policy, if so requested. Evidence of coverage, acceptable to the Contractor and/or the Owner, shall be provided by the Subcontractor prior to payment being made by the Contractor and/or the Owner for the materials.

8.9.8 At all times, and under all conditions, the Subcontractor is solely responsible for any and all of its equipment, tools, materials, and the like, which are not intended to be incorporated into the Work, whether owned, leased, rented, borrowed, or otherwise. Such coverage shall waive all rights of subrogation against Contractor.

8.9.9 In the event the Subcontractor fails to obtain and maintain the required insurance coverage, or to provide the policies and/or the certificates of such insurance, then Contractor, in addition to, and without limiting any other rights or remedies Contractor may have under this Subcontract (including but not limited to withholding sufficient funds to cover Contractor's and/or Owner's potential exposure to uninsured liability(ies) as determined by Contractor's reasonable judgment, per Article 4) or otherwise at law or in equity, may, but shall not be obligated to, take any and all actions Contractor reasonably deems necessary to obtain the necessary coverages on Subcontractor's behalf and backcharge all cost incurred to Subcontractor. This paragraph shall survive completion of the Work.

8.9.10 Subcontractor shall submit all deductibles and self-insured retention amounts under any of the policies that it is required to maintain in accordance with this Subcontract to Contractor for Contractor's approval prior to commencement of the Work. Regardless of whether or not Contractor approves any such deductibles or self-insured retention amounts, Subcontractor shall be exclusively responsible for the payment of any and all such deductibles and self-insured retentions.

8.9.11 In the event that this Subcontract will be covered by Contractor's subcontractor default insurance, Subcontractor shall provide all information deemed necessary to Contractor in its sole discretion at any time before, during and/or after the duration of the Project at intervals required by Contractor in its sole discretion for the purposes of pre-qualification, underwriting, enrollment and renewals.

8.10 Warranty. The Subcontractor warrants to the Contractor and Owner that all materials and equipment furnished under this Subcontract shall be new unless otherwise specified in the Contract Documents, that all of the Work shall be performed in the highest, first-class manner, free from fault and other defects and in conformance with the Contract Documents and any and all applicable statutes, laws, rules, regulations, consents, mitigation measures, rules, directives, orders, permits and codes (collectively, the "Legal Requirements"). All Work not conforming to these requirements, including substitutions not properly approved, may be considered defective and shall be repaired, replaced and/or remediated at the direction of Contractor at Subcontractor's sole cost and expense. The Subcontractor shall execute a written guaranty and warranty applicable to all phases of the Work in accordance with this Subcontract and all other applicable provisions of the Contract Documents pertaining to warranties and guarantees.

Warranties shall commence as of the date of the Final Completion of all work at the Project and shall continue for a period of no less than one (1) year unless a longer period is otherwise required by the Contract Documents, Legal Requirements or unless the manufacturer provides a longer warranty. All guarantees shall be enforceable directly by the Owner if the Owner so elects. The Subcontractor warrants and guarantees that title to all work, materials and equipment covered by a Requisition shall vest with the Contractor on or before the receipt of payment by the Subcontractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens"); and that no work, materials or equipment covered by a Requisition shall have been acquired by the Subcontractor or any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or lien thereon is retained by the seller or otherwise imposed by the Subcontractor or such other person.

The Subcontractor further warrants that the materials and equipment furnished under this Subcontract shall not infringe any valid patent, copyright or trademark and that the Subcontractor shall defend, indemnify and hold harmless the Contractor,

Contractor's sureties, Owner and Architect from and against any loss or damage, including attorneys' fees, which results directly or indirectly from any infringement, or any action or claim of infringement.

8.11 Mechanics Liens and Payment Claims. Provided Subcontractor has been paid in accordance with the terms and conditions of this Subcontract, Subcontractor shall defend, indemnify and hold harmless Contractor, Owner, any applicable sureties and any other indemnitee required by Section 8.8 of this Subcontract from and against any laborer's, materialmen's or other similar lien or bond claim or other claim for non-payment filed, asserted or threatened to be filed or asserted by Subcontractor or any of its sub-subcontractors, materialmen or suppliers (of any tier) or any union or union benefit or trust fund in connection with the Work. In the event that such lien or bond claim or other claim for non-payment is threatened or filed, Subcontractor shall, upon forty-eight (48) hours' written notice, cause such claim to be paid, released or discharged, or file a bond in the case of a lien to secure discharge of such lien. In the event that Subcontractor shall fail to do so, the Contractor may retain (or at the Contractor's sole discretion, pay directly to any claimant) from any payment then or thereafter otherwise due in an amount sufficient to indemnify and hold harmless the Contractor, the Owner and any other indemnitee without any determination of the validity of any such lien or claim. Contractor shall also have the right to pay all sums necessary to obtain the release of such lien or claim and discharge or to file a bond in lieu of such lien (including reasonable attorneys' fees, bond or other premiums and costs). Contractor shall have the right to deduct all amounts so incurred from the Subcontract Amount. If such amounts incurred by Contractor exceed the unpaid balance of the Subcontract Amount, the Subcontractor shall promptly pay such difference to the Contractor.

8.12 Claims. Subject to Article 6 herein, notice of disputes or claims that are initiated by Subcontractor and are permitted by this Subcontract shall be given to Contractor in writing within ten (10) days (unless a shorter period is specified in the Contract Documents) after the occurrence of the event giving rise to such claim, or the claim shall be deemed waived and abandoned by the Subcontractor. The Subcontractor agrees to become a party to and be bound by any legal and/or arbitration proceedings involving the Contractor, the Architect or the Owner to the extent that such proceedings involve any of the rights or obligations of the Subcontractor. The Subcontractor agrees to be bound by the results of any proceedings in the same manner that the Contractor is bound by such results under the Contract Documents.

Contractor's superintendents and other field personnel are not authorized to approve any entitlement to a time extension or compensation resulting from a change to or extra work under this Subcontract. Contractor's superintendents and field personnel can verify the amount of time and materials Subcontractor devotes to work, for which the Subcontractor claims it is entitled to extra compensation, but such verification shall not constitute agreement that the work in question is extra work entitling Subcontractor to additional compensation. The Contractor's project manager is authorized to approve changes (increases or decreases) involving amounts up to \$15,000; larger amounts require the approval of Contractor's project executives, vice presidents, executive vice presidents or the President.

The existence of any dispute, controversy or claim between Contractor and Subcontractor shall not occasion or permit any delay in the prosecution of the work or claimed extra or other work, and Subcontractor agrees to proceed with its Work or any claimed extra work without delay and without regard to such dispute, controversy or claim or the pendency of any proceeding in relation to the same. In the event Contractor disputes whether any work is in fact extra work or is otherwise the responsibility of Subcontractor, Subcontractor's sole remedy shall be to complete the work promptly as directed and make a claim to the extent permitted in accordance with the terms and conditions of this Subcontract. Failure of Subcontractor to comply with the provisions of this paragraph shall constitute a breach of this Subcontract under Paragraph 8.6.2 above regardless of the merits of Subcontractor's claim.

8.13 Changes. All changes to this Subcontract and all changes in the scope of the Work, except those resulting from Subcontractor's default in the performance of its obligations under this Subcontract, shall be confirmed in a writing signed by the Contractor and Subcontractor after the ordering of such change, pursuant to Paragraph 8.6.1 by the Contractor and shall be in accordance with the Contract Documents. Should Subcontractor proceed with any additional work without written direction from Contractor in accordance with the terms and conditions of this Subcontract, Subcontractor does so at its own risk and expense. If Contractor and Subcontractor are unable to agree on Subcontractor's entitlement to a time extension or an adjustment to the Subcontract Amount due to a scope change, Subcontractor shall nonetheless proceed immediately with performance of the scope change as provided in Section 8.12.

8.14 Cooperation. The Subcontractor agrees to procure materials and supplies from such sources and to perform all of its Work on the Project with labor and subcontractors that will work harmoniously with other elements of labor involved in the construction of the Project.

In the event any labor dispute or difficulty is created by, is directed at or results from the operations of the Subcontractor or anyone for whom Subcontractor is responsible, and causes or results in a delay, interference or stoppage of any portion of the Work, or any portion of the work of Contractor or any other subcontractor, and such delay or interruption continues in the

aggregate for two (2) or more days, the Contractor may terminate this Subcontract pursuant to Paragraphs 8.6.2 and/or 8.6.3 of this Subcontract and the Contractor shall have all of the rights and remedies provided in this Subcontract or at law. The Subcontractor expressly agrees not to participate in or accede to any stoppage in the Work which may result from any labor dispute.

8.15 Records. With respect to all or any portion of the Work, including, but not limited to each Change Order or claim for extra compensation, the Subcontractor shall keep separate and accurate records of accounts in a manner acceptable to the Contractor with respect to all of its costs directly allocable to the Work and shall, upon request by the Contractor, make such records, invoices and other information pertaining to the Work available for inspection by the Owner and Contractor or other designee for the purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Subcontract price adjustments and claims. Such records shall be maintained in such a manner as to permit all costs incurred in connection with the performance of this Subcontract to be specifically identified. Subcontractor shall be responsible for any and all costs associated with or relating to the review of any of Subcontractor's records in the event that such records demonstrate that the Subcontractor overcharged the Contractor or the Owner. Furthermore, in the event the Owner conducts an audit of costs pursuant to the Contract Documents and determines that costs chargeable by the Subcontractor (as passed through by the Contractor) are not supportable, Subcontractor shall be responsible for any and all damages, costs, fees, etc. to which the Owner may be entitled pursuant to the Contract Documents as a result of the same.

Payrolls and other records for all laborers and mechanics employed in the construction of the Project shall be maintained during the course of the Work and preserved for a period of three (3) years following Final Acceptance, unless Legal Requirements or the Contract Documents require that such payrolls and other records be maintained for any such longer period. Payroll records shall contain the name, address, social security number, hourly wage, daily and weekly number of hours work, gross wages earned, deductions made, actual wages paid and benefits, if any, paid. To the extent required by law or the Contract Documents the Subcontractor and all sub-subcontractors shall, on a weekly basis, provide copies of such payroll records to the Contractor. To the extent required by law or the Contract Documents, the Subcontractor and all sub-subcontractors shall provide the Contractor with monthly reports in a form and manner acceptable to the Contractor which shall set forth the total number of workmen employed on the Project, as well as the total number of minority and female workers and apprentices, and any other such records required by the Contract Documents, all such totals itemized by trade classifications.

8.16 Disputes. Any claims arising out of this Subcontract, including, without limitation, claims for an adjustment to the Subcontract Amount or Time of performance, which cannot be resolved by negotiation shall be considered a dispute within the meaning of this section. For all such claims in excess of \$50,000.00, Subcontractor shall certify that the claim is made in good faith; that the supporting data is accurate and complete; and that the amount/time requested accurately reflects the adjustment for which Subcontractor believes that Contractor is responsible. Subject to the following paragraph, Subcontractor agrees that any specific dispute under this Subcontract with a claim less than \$50,000.00 shall be submitted to a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, upon Contractor's election. Each such dispute which is submitted to arbitration shall be heard before the American Arbitration Association in the state in which the Project is located, unless the Contractor and Subcontractor agree on some other location. All disputes (single or aggregate) which exceed \$50,000.00 or where injunctive relief is sought, shall be submitted to a panel of three arbitrators in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, upon Contractor's election and subject to the following paragraph. The results of any arbitration shall be binding on the parties thereto, and shall be enforceable by court order at the request of either party.

Notwithstanding the foregoing, the Subcontractor agrees, upon Contractor's written demand, to become a party to and be bound by any arbitration, litigation or other proceeding involving the Contractor, the Architect or the Owner in the event that such proceedings involve any of the rights or obligations of the Subcontractor under this Subcontract. In any dispute resolution process involving Contractor's surety, if any, Contractor's surety shall have and shall be entitled to raise any and all defenses available to Contractor under this Subcontract, at law or otherwise.

Contractor and Subcontractor agree that for all disputes under this Subcontract, responsible persons selected by each party will meet together and use good faith efforts to resolve the issue between them within fifteen (15) days of the written request of either party. The holding of at least one such "principal's meeting" shall be a condition precedent to mediation. In the event the dispute is not resolved by the principal's meeting, the Contractor and Subcontractor agree to attempt in good faith to resolve the dispute by non-binding mediation with a mediator mutually agreed to by Contractor and Subcontractor. Mediation shall be initiated by a written request from the Contractor or Subcontractor to the other specifying the dispute(s) to be mediated. Such mediation shall be a condition precedent to the commencement of litigation or arbitration, unless delay would irrevocably prejudice Contractor or Subcontractor in which event the litigation or arbitration, as the case may be, may be commenced but shall be stayed pending mediation under this provision. If the dispute has not been resolved pursuant to the mediation procedure within 30 days of the commencement of such procedure, which shall mean the first joint session

with the mediator, the dispute shall be determined in accordance with the provisions of the first paragraph of this Paragraph 8.16. The fees and expenses of the mediator shall be borne equally by the Contractor and Subcontractor.

8.17 Miscellaneous.

8.17.1 Discipline. The Subcontractor shall at all times enforce strict discipline and good order among its employees and the employees of its sub-subcontractors and suppliers and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her. The Subcontractor agrees to remove from the Work any worker or supervisor against whom Contractor, Owner or Architect has objection.

8.17.2 Safety. Provision of a safe and healthy work site for Subcontractor's employees (including the provision of all required training and/or appropriate personal protective equipment) is Subcontractor's sole responsibility. Subcontractor shall, at all times, maintain a competent superintendent or foreman at the job site (who shall be subject to approval of Contractor) to supervise the Work and a competent safety manager, all of whom shall possess all required certifications in order to manage the Work and the safety thereof. The Subcontractor shall comply with all provisions of the regulations adopted thereunder, the State's Right to Know Law, OSHA regulations and Contractor's safety program (as applicable), all safety requirements of Owner, Contractor, Owner's or Contractor's insurance carriers, all applicable laws, ordinances, regulations, rules and orders of the locality in which the Work is done and shall defend, indemnify and hold the Contractor and Owner harmless from any and all fines, penalties, claims, damages, or losses resulting in a violation of the provisions of this Paragraph. The Subcontractor agrees to insert this clause in each of its sub-subcontracts and enforce the same.

8.17.3 Off-Site Storage. The Subcontractor shall confine operations at the site to areas permitted by law, ordinance, permit and the Contract Documents, as such areas may be approved by the Contractor. All applicable storage sites, both on and off site locations, shall be subject to inspection at any reasonable time by representatives of the Owner, Architect or Contractor. The Subcontractor shall assume the risk of loss or damage to any materials, equipment, trailers or tools stored on-site, and the Contractor shall have no liability to the Subcontractor for the security of any property, tools, equipment, materials or Work the Subcontractor stored on or off site.

8.17.4 Clean-up. The Subcontractor shall, at its own expense, keep the Project free from accumulation of waste materials or rubbish caused by its operation, and shall remove the same in accordance with the directives of the Contractor and in accordance with the cleaning requirements of the Contract Documents as it applies to its Work. Subcontractor shall broom clean its work site regularly and as may be required by the Contractor. On a daily basis, Subcontractor shall remove all its waste materials and rubbish from and about the Project to a centrally located dumpster provided by others (unless Exhibit B provides otherwise), as well as properly store all its tools, construction equipment, machinery and surplus materials.

8.17.5 Right of Offset. Any sum or sums chargeable to the Subcontractor or any of Subcontractor's affiliates, parent company, related entities or subsidiaries under any provision of this Subcontract or any other subcontract or agreement (except to the extent of personal injury or other damages covered by Subcontractor's insurance where Subcontractor's insurer acknowledges coverage and assumes all liability), may, at the election of the Contractor, be deducted from any payments otherwise due or to become due to the Subcontractor or its payment and performance bond surety(ies) under this or any other subcontract or agreement between the Contractor (including any subsidiary or affiliate of Contractor, any entity which is at least fifty percent owned or controlled by the owners of Contractor, or any joint venture in which Contractor or any of the foregoing is a venturer) and the Subcontractor with any remaining amounts due to Contractor to be paid by Subcontractor, or the Contractor may sue the Subcontractor and recover damages.

8.17.6 Maintenance of Equipment. The Subcontractor warrants and shall insure that all construction tools, equipment, temporary facilities and other items used by the Subcontractor in accomplishing the Work, whether purchased, rented or otherwise provided by or to the Subcontractor, are in a safe, sound and good condition and capable of performing the functions for which they are intended and are maintained in conformance with applicable laws, regulations, manufacturer's recommendations and good engineering practice.

8.17.7 Signage. The Subcontractor shall not, without the Contractor's and Owner's prior written consent, install or maintain any sign, trademark or advertisement or other identification symbol in or about the Project (including, but not limited to any tower cranes, manlifts, scaffolding or similar equipment). The Contractor and Owner shall have the right, at the Subcontractor's expense and without notice to the Subcontractor, to remove any sign, trademark, advertisement or other identification symbol installed in violation of this Paragraph.

8.17.8 Names in Event of Emergency. The Subcontractor shall furnish the Contractor and the Architect in writing the names, addresses and telephone numbers of members of the Subcontractor's organization to be called in the event of an out-of-hours emergency at the Project site.

8.17.9 Effective Date. This Subcontract, and all terms and conditions hereunder (including, but not limited to indemnification and insurance obligations), shall take effect as of the date that Subcontractor performs any of the Work, whether on or off the Project site.

8.17.10 Confidentiality of Information. The Subcontractor shall keep all information relating to the Project and the Subcontractor's Work and all information supplied to the Subcontractor by the Contractor or Owner as confidential and proprietary information of the Contractor, Owner and Architect and shall not permit its release to other parties or make any public announcement or publicity releases without the Contractor's and Owner's written authorization.

8.17.11 Jurisdiction. The validity, interpretation and performance of this Contract shall be governed by the laws of the State in which the Project is located without regard to the conflict of law provisions therein.

8.17.12 Waiver. No action or failure to act by the Owner, Architect, Contractor or Subcontractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach under this Subcontract except as may be specifically agreed to in writing.

8.17.13 Severability. The duties and obligations imposed by the Contract Documents and this Subcontract and the rights and remedies available thereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Should any provision(s) of this Subcontract be invalid as a matter of law, such invalidity shall affect only such provision(s), which shall be deemed to be revised in such a manner as to allow the provision to be valid to the fullest extent permitted by law, and shall not invalidate or affect remaining provisions of this Subcontract.

8.17.14 Daily Reports. Subcontractor shall complete the Field Force Report in the form set forth in Exhibit I attached to this Subcontract on a daily basis. Subcontractor shall submit each daily report by 9:00 a.m. on the workday following the day addressed in the report. Subcontractor shall complete each daily report in full and in a detailed manner.

8.18 Protection of the Work. It is understood and agreed that the Work provided for in the Subcontract constitutes only a part of the work being performed on this Project for the Owner by the Contractor and other subcontractors. The Subcontractor therefore agrees to perform the Work called for in the Subcontract in such a manner that he will not injure or damage any other work performed by the Contractor or any other subcontractor, and the Subcontractor further agrees to furnish continuous and effective protection at all times for his own Work-in-place and all materials stored for use under the Subcontract, and to bear and be solely liable for all loss and/or damage of any kind to or in connection with said Work and materials at any time prior to the final completion and acceptance thereof, unless said loss or damage is caused by the sole negligence of the Contractor; and to pay or reimburse the Contractor on account of any damage or injury to the work or property of the Owner, the Contractor and other subcontractors caused by or arising from the performance of its Work as provided in the Subcontract, including the cost of replacing, repairing, refinishing or restoring any work damaged, removed or displaced in the course of correcting or repairing work or replacing materials hereunder which are rejected by the Owner, the Owner's Architect or Engineer or which are deemed to be at variance with the requirements of the Subcontract.

ARTICLE 9: FINAL AGREEMENT.

It is understood that this Subcontract, including all instruments incorporated into this Subcontract by reference, constitutes the full and complete agreement now existing between the parties. All prior discussions, negotiations, proposals, quotes and/or agreements, verbal or written, are hereby merged into this Subcontract. The Contractor and Subcontractor have contributed to drafting this Subcontract and the terms and conditions of it shall not be construed against one party or the other.

**RIDER A TO SUBCONTRACT AGREEMENT BETWEEN SUFFOLK
CONSTRUCTION COMPANY, INC. AND ANTAMEX INDUSTRIES FOR THE
PROJECT KNOWN AS “BOSTON SOUTH STATION PHASE I”**

This Rider supplements, supersedes and amends the terms and conditions of the above-referenced Subcontract. To the extent that there are any conflicts or ambiguities between the provisions of this Rider and the terms and conditions of this Subcontract, the provisions of this Rider shall prevail. In the event that any provision in the Subcontract is deleted in this Rider, the effect of any such deletion shall be limited to the language being deleted and shall not serve to otherwise revise any other term, condition or provision set forth in the Subcontract. By signing below, you acknowledge that you accept and understand the nature, terms, conditions and scope of this Rider and agree that this Rider and all other documents included in the executed Subcontract contain the entire agreement between the parties. Subcontractor and Contractor agree that the terms and conditions set forth in this Rider are specific to the above referenced Project and shall not be construed as a course of dealing between Contractor and Subcontractor.

ANTAMEX INDUSTRIES

DocuSigned by:

 84CFD75EB04B455...

**SUFFOLK CONSTRUCTION
COMPANY, INC.**





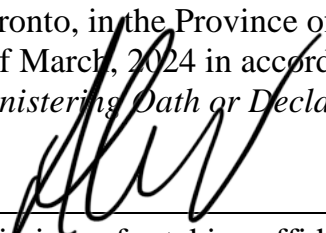
 5/1/2020

Rider Terms and Conditions:

1. Article 6, insert at the end of the Article, “Notwithstanding the foregoing, for delays not caused in whole or in part by Subcontractor, Subcontractor shall be entitled to actual, verifiable costs resulting from such a delay to the extent that Contractor recovers such damages from Owner or other subcontractor on Subcontractor’s behalf.”
2. Section 8.3, Line 1, delete, “should have”.
3. Section 8.4, Line 4, delete, “should have”.
4. Section 8.6.2, Line 4, delete, “in Contractor’s opinion”.
5. Replace Section 8.8 Line 6, delete, “, whether or not caused in part by the negligence or other fault of a party indemnified hereunder”; Line 9, replace, “if”, with “to the extent”; Line 10, delete, “wholly” and “sole”.
6. Section 8.13, Line 8, after, “Section 8.12, “, insert, “in accordance with Contractor’s written direction or as otherwise permitted in this Subcontract”.
7. Section 8.18, Line 7, replace, “unless”, with, “, except to the extent”; insert at the end of the Section, “Notwithstanding the foregoing, Subcontractor shall not be liable for any damages to its Work caused by any party for whom Subcontractor is not responsible once the Work has been accepted, provided that Subcontractor’s failure to protect the Work or fulfill any other obligation set forth in the Subcontract did not contribute to any such damage in whole or in part.”
8. Notwithstanding anything contained in this Subcontract to the contrary, in no event shall Contractor be liable to Subcontractor for any indirect, special or consequential damages, including, without limitation, home office expenses and

loss of profit, income, revenue, reputation, productivity or business, whether arising in contract, tort (including, without limitation, negligence), statute or strict liability. Furthermore, in no event shall Subcontractor be liable to Contractor for any such indirect, special or consequential damages, except that Subcontractor shall be liable for such special, incidental or consequential damages, if any, that the Owner or any third party pursues against the Contractor that arise out of the Work, and furthermore, nothing in the foregoing shall be construed to waive Subcontractor's liability for other costs or damages arising out of the Work, including, without limitation, all costs, losses, liabilities and damages for which Subcontractor is responsible in accordance with Article 5 of this Subcontract.

This is Exhibit "B" referred to in the
Affidavit of John Tangney affirmed by John Tangney of the
City of Reading, in the State of Massachusetts, before me at
the City of Toronto, in the Province of Ontario,
this 11th day of March, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

ALEXANDER SOUTTER



SUBCONTRACT AGREEMENT BETWEEN SUFFOLK CONSTRUCTION COMPANY INC. AND “ANTAMEX INDUSTRIES ULC” FOR THE PROJECT KNOWN AS “109 BROOKLINE AVE”

April 26, 2022

RE: 109 BROOKLINE AVE PROJECT NUMBER 222032

Dear Mr. Spurgeon:

Below please find the Subcontract Agreement for the above-referenced project, which includes all attachments and exhibits and all documents incorporated by reference therein (collectively, the “Subcontract”). If you agree to all terms and conditions contained in the Subcontract, please execute this page where indicated by doing the following:

- Electronically sign your name by clicking on the yellow tab on this page, type your name and confirm your signature.
• As stated above, there is no need to print this document to sign your signature.

Furthermore, please provide the required insurance certificates, safety manuals, and submittals to our office within seven (7) days of your receipt for further processing. Upon confirming your signature, the Subcontract will be automatically returned to Suffolk Construction Company, Inc. for execution. You will be notified via electronic mail when the Subcontract has been fully executed and is available for viewing. You can save the fully executed, PDF version of the Subcontract via the DocuSign website link that you receive in the confirmation email.

Suffolk Construction Company, Inc. utilizes a certificate tracking system to request and receive insurance documents. You will be receiving an email from Adobe Sign <echosign@echosign.com> requesting your insurance documents. Please acknowledge the agreement and upload all insurance documents through the link provided.

By signing below you are acknowledging that you accept and understand the nature, terms, conditions and scope of the Subcontract and agree that the Subcontract contains the entire agreement between the parties. All prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter hereof are superseded by the Subcontract. The Subcontract may not be modified except by a written document signed by an authorized representative of each party.

ANTAMEX INDUSTRIES ULC

SUFFOLK CONSTRUCTION COMPANY, INC.

DocuSigned by: Ryan Spurgeon 74DE266D5ECE438...

DocuSigned by: Scott Naigles DB17601B551C427...

DocuSigned by: Jeffrey Gouveia F7531A450B2342A...

DS aa

DS JP

DS JS

RIDER A TO SUBCONTRACT AGREEMENT BETWEEN SUFFOLK CONSTRUCTION COMPANY, INC. AND ANTAMEX INDUSTRIES FOR THE PROJECT KNOWN AS "109 BROOKLINE AVE"

This Rider supplements, supersedes and amends the terms and conditions of the above-referenced Subcontract. To the extent that there are any conflicts or ambiguities between the provisions of this Rider and the terms and conditions of this Subcontract, the provisions of this Rider shall prevail. Unless otherwise defined herein, all definitions set forth in the Subcontract shall apply to this Rider. In the event that any provision in the Subcontract is deleted in this Rider, the effect of any such deletion shall be limited to the language being deleted and shall not serve to otherwise revise any other term, condition or provision set forth in the Subcontract. By signing below, you acknowledge that you accept and understand the nature, terms, conditions and scope of this Rider and agree that this Rider and all other documents included in the executed Subcontract contain the entire agreement between the parties. Subcontractor and Contractor agree that the terms and conditions set forth in this Rider are specific to the above referenced Project and shall not be construed as a course of dealing between Contractor and Subcontractor.

ANTAMEX INDUSTRIES

DocuSigned by:
Ryan Spurgeon
74DE266D5ECE438...

SUFFOLK CONSTRUCTION COMPANY, INC.

DocuSigned by:
Scott Naigles
DB17601B551C427...

DocuSigned by:
Jeffrey Gouveia
F7531A450B2342A... DS JP

DS
aa

DS
JS

Rider Terms and Conditions:

1. Article 6, insert at the end of the Article, "Notwithstanding the foregoing, for delays not caused in whole or in part by Subcontractor, Subcontractor shall be entitled to actual, verifiable costs resulting from such a delay to the extent that Contractor recovers such damages from Owner or other subcontractor on Subcontractor's behalf."
2. Section 8.3, Line 1, delete, "should have".
3. Section 8.4, Line 4, delete, "should have".
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5. Replace Section 8.8 Line 6, delete, " , whether or not caused in part by the negligence or other fault of a party indemnified hereunder"; Line 9, replace, "if", with "to the extent"; Line 10, delete, "wholly" and "sole".
6. Section 8.13, Line 8, after, "Section 8.12, ", insert, "in accordance with Contractor's written direction or as otherwise permitted in this Subcontract".
7. Section 8.18, Line 7, replace, "unless", with, " , except to the extent"; insert at the end of the Section, "Notwithstanding the foregoing, Subcontractor shall not be liable for any damages to its Work caused by any party for whom Subcontractor is not responsible once the Work has been accepted, provided that Subcontractor's failure to protect the Work or fulfill any other obligation set forth in the Subcontract did not contribute to any such damage in whole or in part."
8. Notwithstanding anything contained in this Subcontract to the contrary, in no event shall Contractor be liable to Subcontractor for any indirect, special or consequential damages, including, without limitation, home office expenses and loss of profit, income, revenue, reputation, productivity or business, whether arising in contract, tort (including, without limitation, negligence), statute or strict liability. Furthermore, in no event shall Subcontractor be liable to Contractor for any such indirect, special or consequential damages, except that Subcontractor shall be liable for such special, incidental or consequential damages, if any, that the Owner or any third party pursues against the Contractor that arise out of the Work, and furthermore, nothing in the foregoing shall be construed to waive Subcontractor's liability for other costs or damages arising out of the Work, including, without limitation, all costs, losses, liabilities and damages for which Subcontractor is responsible in accordance with Article 5 of this Subcontract.

Boston Office
65 Allerton St.
Boston, MA 02119



New York Office
1 Penn Plaza
Suite 5500
New York, NY 10119



**SUFFOLK CONSTRUCTION COMPANY, INC.
SUBCONTRACT (SUFFOLK NORTHEAST REGION)**

THIS AGREEMENT, made as of 4/20/2022 by and between ANTAMEX INDUSTRIES ULC, of 210 GREAT GULF DRIVE, CONCORD, ONTARIO L4K5W1 CANADA, (the "Subcontractor") and Suffolk Construction Company, Inc., of 65 Allerton Street, Boston, MA 02119, (the "Contractor").

WHEREAS, the Contractor has undertaken the construction of 109 BROOKLINE AVE, (the "Project") in accordance with the provisions of a construction contract (the "General Contract") between the Contractor and IQHQ-109 BROOKLINE I, LLC, of 201 WASHINGTON STREET, SUITE 3920, BOSTON, MA 02108 (the "Owner").

NOW, THEREFORE, in consideration of the agreements contained in this Subcontract, the Subcontractor and Contractor mutually agree as follows:

DEFINITIONS

The following words and phrases shall have the meanings set forth opposite them:

Project is enrolled in CCIP when the box next to "Yes" is marked: Yes No

Project is enrolled in OCIP when the box next to "Yes" is marked: Yes No

"Bonds are Required" when the box next to "Yes" is marked: Yes No

"State" shall mean the state in which the Project is located.

"Subcontract Amount" shall mean TWENTY SIX MILLION TEN THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS (\$26,010,925.00).

"Work" shall mean the work described in Article 1 and Exhibit B for CURTAINWALL, METAL PANELS, AND ENTRANCE DOORS

INDEX TO SUBCONTRACT

- Article 1: The Work
- Article 2: Time of Commencement and Completion
- Article 3: Subcontract Amount
- Article 4: Payment
- Article 5: Time
- Article 6: Extensions
- Article 7: Bonds
- Article 8: Subcontract Terms and Conditions
 - 8.1. Scope of Work
 - 8.2. Performance of Work
 - 8.3. Dependence of Work
 - 8.4. Statutory and Regulatory Compliance
 - 8.5. Equal Opportunity Compliance/Nondiscrimination

- 8.6. Contractor's Rights and Remedies
- 8.7. Assignment
- 8.8. Indemnification
- 8.9. Insurance
- 8.10. Warranty
- 8.11. Mechanics Liens and Payment Claims
- 8.12. Claims
- 8.13. Changes
- 8.14. Cooperation
- 8.15. Records
- 8.16. Disputes
- 8.17. Miscellaneous (Including Discipline, Safety, Stored Materials, Clean up, Right of Offset, Maintenance of Equipment, Signage, Names in Event of Emergency, Effective Date, Confidentiality of Information, Jurisdiction, Waiver, Severability)
- 8.18. Protection of the Work
- 8.19. Notices
- 8.20. Electronic Signatures
- Article 9: Final Agreement

Exhibit "A" List of Contract Documents (may be omitted)

Exhibit "B" The Work

Exhibit "C" Form Payment and Performance Bonds [if Bonds are required]

[All Other Exhibits Are Identified in Exhibit "A"]

ARTICLE 1. THE WORK.

The Subcontractor agrees to furnish, provide and install all labor, supervision, materials, equipment, plant, supplies, tools, scaffolding, hoisting, transportation, layout (including engineering where necessary), unloading and handling, work and other services, and everything else required to perform and complete the Work required by, or reasonably inferable from, the General Contract between the Contractor and the Owner as specified in the applicable sections of the specifications, together with all other related plans and Contract Documents, as such may be amended from time-to-time (as defined in this Subcontract). All of the foregoing is to be furnished and performed in accordance with the General Contract and the Contract Documents referred to in the General Contract, including, without limitation, the drawings, plans and specifications and addenda thereto prepared by the architect (the "Architect"), the General Conditions of the Contract for Construction and (if any) the Supplementary General Conditions and Special General Conditions, and any Exhibits thereto, as any or all of which may be amended from time-to-time and all of which are collectively referred to as the "Contract Documents". Terms used in this Subcontract which are defined in the Contract Documents shall have the same meanings as designated in the Contract Documents unless otherwise explicitly defined herein. The Subcontractor agrees to be bound to the Contractor with respect to the Work by all the terms of the Contract Documents, and further agrees to assume to the Contractor with respect to the Work, all obligations and responsibilities which the Contractor has assumed to the Owner with respect to the Work. The Subcontractor shall require that all of its lower tier subcontractors and suppliers be bound unto Subcontractor in the same manner and to the same extent as Subcontractor is bound unto Contractor in a duly signed written agreement. By executing this Subcontract, Subcontractor confirms that it has been provided ample opportunity to review the Contract Documents prior to such execution; has either reviewed and accepted the obligations set forth in the Contract Documents or has declined such opportunity and accepted such obligations by such declination; and accordingly, waives any and all claims, rights, allegations and defenses that Subcontractor has not reviewed or was not given the opportunity to review the Contract Documents or lacks knowledge of any of the terms or conditions contained therein. The Subcontractor's performance of the Work shall include the labor, material, equipment, work and services furnished by Subcontractor or any of its suppliers of any tier, subcontractors of any tier, employees of any of the foregoing or others of any tier furnishing thereof on behalf of Subcontractor. All of Subcontractor's obligations set forth herein, including, without limitation, its obligations to defend, indemnify and hold harmless any indemnitee, make payment to any and all of its subcontractors, suppliers and creditors, and provide all required warranties, shall survive the completion or termination of this Subcontract. Any and all labor, equipment, material, services or work furnished for the Project prior to the Effective Date shall be governed by this Subcontract.

In the event that any provision of this Subcontract conflicts with a provision of the Contract Documents, the provision imposing the most stringent requirements and better quality or greater quantity of work or materials on Subcontractor shall govern. Furthermore, in the event of a conflict between the terms and conditions contained in Exhibit B of the Subcontract

and those that appear elsewhere in the Subcontract, those that appear elsewhere in the Subcontract shall govern.

Subcontractor represents and warrants that it is experienced and knowledgeable in the coordination and procurement of the various elements of the trades included in the Work. Subcontractor agrees to use its best skill and judgment in the performance of the Work and to cooperate with Contractor so that Contractor may fulfill its obligations to Owner. Subcontractor shall require all of its subcontractors, vendors, materialmen and suppliers of any tier to be bound by all obligations and requirements of Subcontractor herein by written agreement. It is specifically understood and agreed, however, that Contractor has no contractual relationship with any of Subcontractor's subcontractors, vendors, materialmen or suppliers of any tier.

ARTICLE 2: TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall give the Subcontractor a forty-eight (48) hour notice to proceed upon which Subcontractor shall man the project in accordance with Contractor's construction schedule (as it may be amended from time to time). Subject to adjustments authorized in accordance with this Subcontract, the Work shall be completed no later than the date(s) specified, if any, in this Subcontract or the date stated in the most recent project schedule or schedule update provided by Contractor to Subcontractor, whichever has been most recently provided at any given time.

ARTICLE 3: SUBCONTRACT AMOUNT.

The Contractor agrees to pay the Subcontract Amount to Subcontractor as full payment for all work, labor, materials, equipment, price escalation of any of the foregoing items, taxes, tariffs, fees and all other matters or amounts arising out of or to be performed or furnished by the Subcontractor or anyone for whom Subcontractor is responsible under this Subcontract.

ARTICLE 4: PAYMENT.

Within ten (10) days after Contractor's receipt of good funds from Owner or such longer period as permitted by applicable law and provided Subcontractor's rate of progress and general performance are satisfactory and Subcontractor satisfies any and all conditions precedent to payments set forth in this Subcontract and the Contract Documents, Contractor shall pay to Subcontractor the value of the Work properly performed during the applicable payment period less ten percent (10%) retainage unless applicable law prohibits the foregoing amount of retainage, in which case, Contractor shall withhold the maximum amount of retainage permitted by law. To the fullest extent permitted by law, receipt of progress and/or final payments by the Contractor from the Owner with respect to the Work shall be, in each instance, a condition precedent to the Subcontractor's rights to receive payment from Contractor. The Subcontractor's applications for partial payments and final payment ("Requisitions") are to be submitted to the Contractor in the form set forth in one of the exhibits incorporated through Exhibit "A" and/or in the manner required by the Contractor, and shall specifically itemize all sales tax included in such application, where applicable. Each Requisition must be supported by such data substantiating the Subcontractor's right to payment as the Contractor, Owner, Owner's Lender and/or Architect may require, including releases of liens and other claims from Subcontractor and all sub-subcontractors, laborers and materialmen of the Subcontractor in a form satisfactory to Contractor in its sole discretion. Furthermore, in the event that Subcontractor is required to provide payment and performance bonds from its surety in accordance with this Subcontract, the Subcontractor shall be required, with each Requisition or at other times in Contractor's sole discretion, to submit a rider to such bonds issued and signed by the applicable surety(ies) and Subcontractor, with the necessary power of attorney attached, that increases the penal sum of such bonds in an amount equal to the Subcontract Amount, as such has been adjusted through the date of submission of any requisition for payment. As a condition precedent to final payment, Contractor shall require the Subcontractor to provide evidence (including releases, waivers and affidavits in forms satisfactory to Contractor in its sole discretion) that all payroll, materials, equipment, sub-subcontractors and suppliers have been paid in full for Work on the Project.

Prior to submission of the first Requisition, the Subcontractor will deliver to the Contractor, for review and approval, a breakdown of the Subcontract Amount showing a Schedule of Values for the various parts of the Work in such form and detail required by the Contractor. Once accepted, this Schedule of Values will be used as a basis for payment of the Subcontractor's monthly Requisition, subject to Subcontractor's obligations to adjust, revise or provide a further detailed breakdown of the Schedule of Values as directed by Contractor at any time. If the Owner agrees to pay for stored materials, Subcontractor may include stored materials in its Requisition subject to the Owner's and Lender's approval and requirements, and providing adequate insurance coverage and transferring title to those materials free and clear of all liens and claims. Further, Subcontractor shall be required to submit documentation required by Contractor in its sole discretion confirming transfer of title of all such material, as well as take all steps necessary to and/or directed by Contractor to ensure stored material is segregated and distinct from inventory and clearly identifiable to the Project. Requisitions shall be submitted monthly on or before the 25th day of the month or on a schedule to be furnished to the Subcontractor by the Contractor (unless a different date is required by the Contract Documents). Failure to submit any such Requisition on a timely basis may result in the postponement of payment under such Requisition until payment on the next Requisition is due. The Subcontractor

shall only be entitled to payment in the amount approved by the Contractor and the Architect or Owner with respect to said Requisitions subject to the terms and conditions of the Subcontract. The value of any materials, equipment and Work included in a Requisition for payment which is found unacceptable by the Contractor or the Architect may be deducted from that or any subsequent Requisition.

Retainage held on the Subcontractor may be reduced after Substantial Completion at Contractor's sole discretion or at the latest time permitted by law, whichever is earlier, but shall be subject to being withheld or further increased due to damage to another subcontractor's work, defective or incomplete Work, unsettled claims or Subcontractor's failure to fulfill any obligations set forth in its Subcontract, subject to applicable law. Furthermore and subject to the foregoing sentence, retainage shall be paid upon Contractor's receipt of such retainage from the Owner, with receipt of such retainage from Owner being a condition precedent to Contractor's obligation to pay retainage to the fullest extent permitted by law.

In addition to the foregoing requirements, final payment, constituting the entire unpaid balance of the Subcontract Amount, shall be due only when the Subcontractor shall execute and deliver to the Contractor a final release and lien waiver, in a form satisfactory to the Contractor, of all claims of the Subcontractor against the Contractor and Owner and other applicable releasees as well as such final releases and waivers from all sub-subcontractors, laborers, vendors and materialmen of the Subcontractor, an affidavit listing all sub-subcontractors, materialmen, and union benefits payments (where applicable) and certifying that there are no liens, claims or demands by sub-subcontractors, materialmen, laborers, other employees or third persons, and a certificate from the appropriate state and local taxing authority evidencing payment of all applicable taxes, consent of surety, if any, provide all as-built drawings, maintenance manuals and warranties necessary or required in connection with the Work, and any further documentation required by Contractor, Owner or Owner's Lender. The Subcontractor's acceptance of final payment shall constitute full and final settlement of all obligations of the Owner, Contractor and Contractor's surety to the Subcontractor with respect to this Subcontract.

Contractor reserves the right to make any payment to Subcontractor, including payments due hereunder, by a check made payable to the joint order of Subcontractor and Subcontractor's workmen, materialmen, suppliers, lower tier subcontractors, employee fringe benefit trusts or any of Subcontractor's creditors having potential lien or bond rights against the Project. Subcontractor agrees to endorse such check in the office of the Contractor and allow the Contractor to send it directly to the other joint party if necessary.

No partial payment, or certificate thereof, shall constitute the acceptance or approval by the Contractor of the Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Contractor of any right to require fulfillment of the entire scope of the Subcontract. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Contractor of defective Work or improper materials or of any element of the Subcontractor's performance determined to be at variance with the Contract Documents. Furthermore, the observations of or participation by Owner, Architect or Contractor in inspections, tests or mock-ups shall not relieve Subcontractor from its obligations to perform the Work in accordance with the Contract Documents.

Contractor reserves the right to withhold, as an additional reserve and without limiting any other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Subcontractor (or anyone providing any of the Work hereunder) has (i) failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or (ii) has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears in Contractor's good faith judgment that funds remaining in the Subcontract are insufficient to complete the Work; (c) to reimburse Contractor for any damages, losses, costs, liabilities or expenses incurred as a result of any act or omission by Subcontractor hereunder; (d) to protect Contractor from the possible consequences of any breach or default by Subcontractor hereunder; (e) to secure Contractor with respect to any breach or default by Subcontractor or its affiliates, parent company and subsidiaries under any other agreement; or (f) to protect Contractor in the event that Owner withholds funds from Contractor under the General Contract for any reason arising out of or relating to the Work.

ARTICLE 5: TIME.

The Subcontractor agrees to perform the Work diligently and to provide a sufficient number of properly skilled and supervised workmen in accordance with the directions of the Contractor and in compliance with the project schedules of the Contractor and the Contract Documents, as such may be revised at Contractor's discretion. It is specifically understood that time is of the essence for the performance of the Subcontractor's obligations under this Subcontract. Accordingly, Subcontractor shall be liable for any and all costs, losses, liabilities and damages arising out of or occurring in connection with Subcontractor's failure to diligently commence or prosecute the Work or any breach of this Subcontract. If at any time Subcontractor's actual progress is inadequate to meet the requirements of this Subcontract, in whole or in part due to causes within Subcontractor's control, Contractor may notify Subcontractor who shall then take such steps within twenty-four (24) hours as may be

necessary to improve its progress. If within such twenty-four (24) hours, Subcontractor does not improve its performance to meet the current progress schedule, Contractor may require an increase in Subcontractor's labor force, number of shifts, overtime operations, weekend work, all without additional cost to the Contractor or Contractor shall have the right, but not the obligation, to supplement Subcontractor's work force and take any and all other measures at Contractor's sole discretion. In such an event, the Subcontractor shall be responsible for any and all such costs, losses, damages and expenses. Neither such notice, nor Contractor's failure to issue such notice shall relieve Subcontractor of its obligation to achieve the quality of Work and the rate of progress required by this Subcontract. Project float provided for in the Project schedule is for the exclusive use of the Contractor and Contractor may back charge to the Subcontractor damages suffered by the Contractor caused by a delay of the Subcontractor in the performance of this Subcontract. Subcontractor shall meet all durations for the performance of the Work and comply with the Project schedule included in this Subcontract, if any, or otherwise provided by the Contractor, as such may be revised by Contractor in its sole discretion.

ARTICLE 6: EXTENSIONS.

The Subcontractor agrees that it shall have no claim for money damages or additional compensation for delay, hindrance, disruption, acceleration, re-sequencing or inefficiency no matter how caused and that its sole and exclusive remedy for any delay or increase in the time required for performance of this Subcontract not due to the fault of the Subcontractor shall be an extension of time for performance of its Work to the extent that Contractor receives such extension from Owner. Written notice of all claims for any extension of time shall be submitted to Contractor within ten (10) days of the occurrence of the event which causes such delay or such shorter time as necessary to allow Contractor to timely submit such claim to the Owner in accordance with the terms and conditions of the General Contract, or such claim shall be deemed waived by Subcontractor. Subcontractor's timely notice and submission of a detailed time impact analysis detailing the basis for and anticipated effect of the delay on progress of the Work, including, without limitation, all reasonably available back-up documentation to support the same, along with all other supporting documentation required either by the Contract Documents or requested by Contractor in its sole discretion, shall also be a condition precedent for any such consideration of Subcontractor's request for an extension of time.

ARTICLE 7: BONDS.

If Bonds are Required (as determined from the first page of this Subcontract), the Subcontractor shall, prior to commencing the Work under the Subcontract, execute and deliver to the Contractor performance and payment bonds each in the penal sum equal to the Subcontract Amount and in the form attached hereto as Exhibit "C" and with sureties acceptable to the Contractor. The Subcontractor's failure to furnish any required bonds within seven (7) days of its written commitment to perform Subcontract shall be grounds for termination of this Subcontract, at the sole discretion of Contractor. The penal sum of any bonds issued by any of Subcontractor's sureties shall be automatically and immediately increased in an amount equal to any increase in the Subcontract Amount without notice to Subcontractor or any of Subcontractor's sureties.

ARTICLE 8: SUBCONTRACT TERMS AND CONDITIONS.

8.1 Scope of Work. The intent of the Contract Documents is to include all items necessary for the proper execution of the Work. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. Items omitted from the Contract Documents shall be included within the scope of the Work if they are required by applicable laws, regulations, permits, licenses, approvals, consents, mitigation measures, codes, directives or orders or if they are reasonably inferable from the intent of the Contract Documents or if they are necessary to produce the intended results.

8.2 Performance of Work. The Subcontractor agrees to perform, obtain, furnish and provide at its expense all work, labor, materials, tools and equipment necessary to complete the Work in a good and workmanlike manner, in accordance with the Contract Documents to the full satisfaction of the Architect, Contractor and Owner and in compliance with the directions and job schedule of the Contractor and in proper cooperation with the Contractor and other subcontractors, so as not to delay or otherwise interfere with or obstruct their work. Neither Architect nor Contractor nor Owner shall be responsible for construction means, methods, techniques, sequences or procedures of Subcontractor; safety precautions and programs of Subcontractor; the acts or omissions of Subcontractor or anyone for whom Subcontractor is responsible; or the failure of Subcontractor to carry out the Work in accordance with the Contract Documents or this Subcontract.

The Subcontractor agrees to proceed at once to prepare all required shop drawings, samples, certificates and similar information which will meet with the approval of the Contractor and Architect, and to furnish said required submissions within two (2) weeks of the execution of this Subcontract or such other period of time as is specified in writing by the Contractor. By submitting shop drawings and samples, the Subcontractor represents that the Subcontractor has determined and coordinated all field and shop measurements, field construction criteria, catalog numbers and similar data and that the Subcontractor has checked and coordinated each shop drawing and sample with the requirements of the Work and Contract

Documents. The Subcontractor shall give the Contractor notice of, and opportunity to be present at, all inspections and testing with reference to the Work. The Subcontractor agrees that the Architect shall have the authority to reject Work which does not conform to the Contract Documents. The Subcontractor shall, within twenty-four (24) hours, at its own cost and expense, repair or replace all Work or materials rejected by the Architect, Contractor or Owner as defective or failing to conform to the Contract Documents, whether such defect is observed before or after Final Completion of the Work and whether or not fabricated, installed or completed.

8.3 Dependence of Work. If the Subcontractor discovers or in the exercise of reasonable diligence should have discovered that any previous work required to be performed under the Contract Documents or any portion of work on which the Subcontractor's Work is dependent is not in accordance with the Contract Documents, the Subcontractor shall, prior to commencing that portion of the Work, promptly notify the Contractor in writing. Subcontractor shall be responsible for all additional costs and impacts to schedule should Subcontractor fail to so notify Contractor in writing. Commencement of Work in a particular area will be acknowledged as acceptance of the surfaces and conditions within that particular area and any additional costs, including, without limitation, further preparation or cleaning of the area after acceptance will be the Subcontractor's responsibility.

8.4 Statutory and Regulatory Compliance. The Subcontractor shall promptly notify the Contractor and Architect in writing of any variance between the Contract Documents and applicable laws, statutes, ordinances, regulations, licenses permits, approvals, consents, mitigation measures, rules, directives and codes relating to the Work, as well as any conflict among the Contract Documents which the Subcontractor discovers or should have discovered (in the exercise of reasonable diligence) by study of said Contract Documents. If the Subcontractor fails to notify Contractor or proceeds without written instructions from the Contractor, the Subcontractor shall do so at its own risk and all costs and schedule impacts shall be the sole responsibility of Subcontractor.

If the Subcontractor performs any Work without fulfilling its obligations set forth in this Section 8.4, the Subcontractor shall assume full responsibility for and shall bear all costs attributable to that Work and any and all resulting damages, losses, costs and expenses. The Subcontractor shall defend, indemnify and hold harmless the Contractor and Owner for any loss or damage resulting from such violation.

The Subcontractor shall, at its own cost and expense, apply for and obtain all necessary licenses and permits and shall pay all fees and inspections necessary for the proper execution and completion of its Work. The Subcontractor shall pay all sales, consumer, use and all other applicable taxes for the Work or portions of the Work, and shall provide reasonable evidence of such payment.

The Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, codes, and directives of any public agency and court.

8.5 Equal Opportunity Compliance/Non-Discrimination. During the performance of this Subcontract, the Subcontractor agrees as follows:

8.5.1 Subcontractor will not discriminate against any employee or applicant for employment because of race, color, gender, gender identity or expression, sex, sexual orientation, citizenship, national origin, ancestry, age, religion, creed, political affiliation or belief, disability status, genetic information, medical condition, marital status, protected military and veteran status or liability for services in the armed forces of the United States, or any other characteristic protected by federal, state, or local laws, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without such discrimination. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the requirements of this paragraph and as otherwise required by federal, state, and local laws.

8.5.2 Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, gender, gender identity, sex, sexual orientation, national origin, ancestry, age, religion, veterans' status or liability for services in the armed forces of the United States in compliance with all applicable federal, state, and local laws.

8.5.3 Subcontractor acknowledges that Contractor is subject to various local, state and/or federal laws, executive orders, labor and other contractual agreements and regulations regarding equal opportunity and affirmative action which may also be applicable to Subcontractor and that all applicable equal opportunity and affirmative action requirements shall be incorporated herein as required by law, executive orders, and regulations including (the "Requirements"). Subcontractor

agrees to comply with all of the Requirements and to incorporate the Requirements in its own agreements.

8.5.4 Subcontractor further agrees to maintain appropriate records regarding its compliance with the Requirements and to make such records available to Contractor as reasonably necessary to enable Contractor to respond to Owner and/or or government audits or inquiries regarding Contractor's own EEO/AA programs. Subcontractor shall inform Contractor within 10 days of receiving an order to show cause from the Owner or any governmental entity relating to any issue between Subcontractor and that entity regarding Subcontractor's compliance with the Requirements including, but not limited to, issues as to the applicability of the Requirements to Subcontractor.

8.5.5 Consistent with the Requirements, Contractor's company policy prohibits harassment of any employee on account of race, color, gender, sexual orientation, national origin, ancestry, age, religion, veterans' status or liability for services in the armed forces of the United States. The Requirements and Contractor's policy forbid any employee, male or female, to sexually harass another employee by: (i) making unwelcomed sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature, a condition of any employee's continued employment, or (ii) making submission to or rejections of such conduct the basis for employment decisions effecting the employee, or (iii) creating and intimidating, hostile or offensive working environment by such conduct. Subcontractor acknowledges and shall conform to Contractor's policy against harassment. Subcontractor's foreman or supervisor shall be responsible for the enforcement of this policy and take such measures as are required to prevent harassment of any employee on the project site by Subcontractor's employees or sub-subcontractors. Subcontractor's employees shall act responsibly to establish a pleasant and respectful working environment free of disrespectful behavior or treatment, discrimination or harassment aimed at anyone, regardless of whether any such behavior, discrimination or harassment is based on any of the protected categories in this Section 8.5. Violation or alleged violation of this policy may result in immediate corrective action, including, but not limited to, the dismissal of the offending personnel from the jobsite and a prohibition against any such personnel being assigned to any other Suffolk projects as appropriate in Contractor's sole discretion.

8.6 Contractor's Rights and Remedies.

8.6.1 The Contractor shall have the right, without invalidating this Agreement, to make changes in the Work to be performed under this Subcontract. Such changes may consist of (i) changes in the scope of the Work as such is defined in the Contract Documents; (ii) changes in the Work (including deletions of portions of the Work) ordered by the Contractor; or (iii) changes in the Work which occur as a result of the Subcontractor's default in the performance of its obligations under this Subcontract. Adjustment of the Subcontract Amount for the changes described in (i) and (ii) above shall be determined according to the manner set forth in the Contract Documents for Change Orders; adjustment of the Subcontract Amount for the changes described in (iii) shall be determined in the manner set forth in Paragraph 8.6.2

8.6.2 If the Subcontractor at any time defaults in any of its obligations under this Subcontract, neglects to carry out the Work in accordance with this Subcontract or the Contract Documents, fails to supply a sufficient number of properly skilled workmen or materials of the proper quality or quantity, fails in any respect to prosecute the Work promptly or diligently, or fails to maintain the Contractor's job schedules or fails in Contractor's opinion in the performance, or observance of any terms, conditions, obligations or covenants of this Subcontract, the Contractor may, after twenty-four (24) hours' written notice to the Subcontractor (unless Subcontractor cures such default within said period) and without prejudice to any other remedy that Contractor may have at law, contract, equity or otherwise (i) provide any such labor and materials and deduct the cost thereof from any money due or thereafter becoming due to the Subcontractor and/or (ii) terminate the employment of the Subcontractor and enter upon the Project and take possession of all materials and equipment whatsoever thereon, including, without limitation, all materials stored on or off site, and employ any other person or persons to finish the Work and provide materials therefore. If the Contractor undertakes to correct such deficiencies provided in (i) of this Paragraph or to terminate this Subcontract as provided in (ii) of this Paragraph, the Subcontractor shall not be entitled to receive any further payments under this Subcontract until all work at the Project is completed, and Subcontractor shall be responsible for any and all costs, losses, expenses, damages and liabilities resulting from or arising out of Subcontractor's defaults, including, without limitation, attorney's fees and court costs, and an administrative burden equal to fifteen percent (15%) of all such costs, losses, expenses, damages and liabilities (collectively the "Default Costs"). As to any claim which arises out of Subcontractor's performance of the Work which also arises from the acts or omissions of any third party, Subcontractor's liability hereunder shall be joint and several.

If the Default Costs exceed the unpaid balance of the Subcontract Amount, the Subcontractor shall promptly pay such difference to the Contractor.

8.6.3 Additionally, the Contractor shall have the right, subject to applicable law, to terminate this Subcontract pursuant to the provisions of Paragraph 8.6.2 if the Subcontractor (i) files for bankruptcy protection, is subject to an involuntary bankruptcy petition, or generally becomes involved in financial difficulties such that it is unable to pay its debts generally as

they become due or (ii) shall suffer any adverse change in its financial position which materially impedes the Subcontractor's performance under this Subcontract.

In the event the Subcontract is terminated under Article 8.6.2 and/or 8.6.3, and it is subsequently determined that the Subcontractor was not in default, then the Subcontractor's termination shall be deemed a termination for convenience under Article 8.6.4. Thereupon, the rights and obligations of each party shall be determined in accordance with Article 8.6.4.

8.6.4 Contractor shall have the right to terminate this Subcontract at any time for its convenience upon written notice to Subcontractor. In the event of a termination of this Subcontract for Contractor's convenience not caused by a default of the Subcontractor, including those caused by the failure or refusal of the Owner to approve the Subcontract or the failure of the Owner and Contractor to enter into a General Contract, the Subcontractor shall be compensated in an amount equal to the lesser of the actual cost of the Work that was authorized by the Contractor and completed prior to termination or that portion of the total Subcontract Amount attributable to the percentage complete of the Work based on the most updated schedule of values and to the fullest extent permitted by law, only to the extent that Contractor is compensated by the Owner. Such compensation shall be Subcontractor's sole and exclusive remedy for any such termination for Contractor's convenience. In no event shall Subcontractor be entitled to any overhead or profit on that portion of the Work which is not performed or any other payments or damages. To the fullest extent permitted by law, receipt of payment from Owner for such termination shall be a condition precedent to Subcontractor's right to receive payment hereunder. Any claims of the Subcontractor arising out of the Subcontractor's termination pursuant to this paragraph shall be governed by Paragraph 8.12.

8.7 Assignment.

8.7.1 Assignment by Contractor. Contractor may assign its rights and obligations under this Subcontract. Contractor shall remain primarily liable under this Subcontract for the performance of all of Contractor's obligations set forth in this Subcontract until the time such assignment becomes effective, at which time (i) Contractor shall be relieved of any and all of its obligations under this Subcontract arising on or after the time of such assignment, (ii) Subcontractor shall accept such assignee and the substitution of Contractor, and (iii) Subcontractor shall look solely to the assignee for payment and any and all other obligations with respect to any and all obligations of Contractor arising on or after the time of such assignment. Furthermore, if, at the sole election of the assignee, the assignee assumes the obligations of Contractor under the Subcontract arising prior to the time that such assignment becomes effect, Subcontractor agrees that Contractor shall be relieved of its obligations under the Subcontract arising prior to the time of such assignment. It is agreed that in the event of an assignment, Subcontractor shall remain bound by the terms of this Subcontract.

This Subcontract may, at the sole option of the Contractor, Owner or its lender providing construction financing, be assigned to the Owner, its assignee or any lender providing construction financing or assigned to another contractor, and the Subcontractor shall continue to work as though this Subcontract was with the assignee. Said assignment shall become effective only upon written notice by the Owner or such lender that the Owner or such other contractor is assuming this Subcontract. The Subcontractor shall execute any instruments necessary to confirm such assignment. By executing this Subcontract, the Subcontractor confirms and assents to the aforementioned rights of assignment and assumption. Subcontractor shall include provisions in all agreements and purchase orders with its subcontractors, suppliers and vendors that provide that all such agreements and purchase orders are freely assignable by Subcontractor to Contractor, Owner and their respective assigns.

8.7.2 Assignment by the Subcontractor. The Subcontractor acknowledges and agrees that neither this Subcontract nor the Work, nor any part of the Work, shall be assigned nor sublet without the prior written consent of the Contractor, and any attempt to do so shall constitute a default of this Subcontract. Any such assignment shall be void, and the assignee shall acquire no rights in this Subcontract, or to any payment due under this Subcontract. No sub-subcontract or assignment by the Subcontractor shall under any circumstances operate to relieve the Subcontractor of its obligations under this Subcontract. Furthermore Subcontractor, as a material inducement to Contractor's execution of this Subcontract, hereby represents that (a) it has not granted a lien on any receivables under this Subcontract; (b) it will not grant any lien thereon at any time in the future; (c) it has not factored its receivables under this Subcontract; (d) it will not factor any such receivables at any time in the future; and (e) no third party, including, without limitation, any secured lender or factor, will request that any such receivables be paid to any party other than to Subcontractor. Any breach of any of the foregoing representations shall be considered to be a default of this Subcontract. To the fullest extent permitted by law, Subcontractor shall be prohibited from assigning its right to receive payment under this Subcontract, and any such assignment shall be considered to be a default of this Subcontract.

8.8 Indemnification.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner, as well as any other parties which Contractor is required under the Contract Documents to defend,

indemnify and hold harmless, and their agents, servants and employees, from and against any claims, costs, expenses, damages, suits, fines, penalties and/or liabilities (including attorneys' fees and costs and attorneys' fees incurred in enforcing Subcontractor's obligations set forth in this Section 8.8), caused by, arising out of, resulting from, or occurring in connection with (i) the Work, whether or not caused in part by the negligence or other fault of a party indemnified hereunder; (ii) any breach or default by the Subcontractor in the performance of any of its obligations under the Subcontract; or (iii) any actions or suits concerning any of the foregoing in which any of the Indemnitees are made a party defendant; provided, however, Subcontractor's duties set forth in this Section 8.8 shall not arise if any such claim, cost, expense, damage, suit, fine, penalty and/or liability is wholly caused by the sole negligence of a party indemnified hereunder. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor Workmen's Compensation, Disability Benefit Acts or other employee benefit acts. Subcontractor specifically waives any immunity provided against this indemnity by worker's compensation statute. The Subcontractor shall provide in the policy of comprehensive general liability insurance required by this Subcontract a contractual indemnity endorsement which insures Subcontractor's liability under the provisions of this Paragraph. Neither Subcontractor's failure to secure and maintain insurance in accordance with its obligations set forth herein nor the unavailability of insurance coverage for any of Subcontractor's defense or indemnification obligations hereunder shall relieve Subcontractor of its obligations set forth in this Section 8.8. Nothing in this Section 8.8 shall be construed to require any indemnification which would make this Section void or unenforceable or to eliminate or reduce any indemnification or rights which the Contractor or any other party indemnified hereunder have by law. Subcontractor's obligations set forth in this section shall survive the completion of the Work or termination of the Subcontract.

8.9 Insurance.

8.9.1 The Subcontractor shall purchase and maintain such insurance as will protect itself from claims set forth below, which may arise out of, or result from its operations under this Subcontract, whether such operations be by itself, or by any sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including coverage for the following:

- 1) Claims under Worker's or Workmen's Compensation Disability Benefits, and other Employee Benefit Acts required by the state in which the project is located, whether or not Subcontractor utilizes leased employees or labor services for its Work;
- 2) Claims for damages because of Bodily Injury, occupational sickness or disease, or death of its employees or other persons;
- 3) Claims for damages, other than to the Work itself, because of injury to, or destruction of tangible property, including loss of use resulting therefrom;
- 4) Claims for damages because of Bodily Injury, or death of any person, or property damage, arising out of the ownership, maintenance, or use of any motor vehicle; and
- 5) "COMPLETED OPERATIONS" Coverage shall be maintained throughout the statute of repose period under the law of the state in which the Project is located.
- 6) Claims which may arise out of or result from explosion, collapse or underground (XCU) operation.

8.9.2 The Limits of Liability Shall Not be Less Than The Following:

GENERAL LIABILITY:

Bodily Injury & Property Damage	\$2,000,000.00 per occurrence
General Aggregate	\$4,000,000.00 per project
Products & Completed Operations	\$4,000,000.00 annual aggregate

AUTOMOBILE LIABILITY:

\$1,000,000.00 Combined single limit

EMPLOYERS LIABILITY/

WORKERS COMPENSATION:

\$500,000.00 each accident or statutory limits
\$500,000.00 disease per employee or statutory limits

\$500,000.00 disease policy aggregate or statutory limits

UMBRELLA LIABILITY

\$5,000,000.00 per occurrence
\$5,000,000.00 per project general aggregate
\$5,000,000.00 Products & Completed Operations Aggregate

PROFESSIONAL LIABILITY (if applicable)

\$2,000,000 per claim
\$2,000,000 aggregate

POLLUTION LIABILITY (if applicable)

\$2,000,000 each occurrence
\$2,000,000 aggregate

8.9.3 The insurance required by Subparagraph 8.9.1 above shall include Contractual Liability Insurance Coverage, applicable to the Subcontractor's obligations under paragraph 8.8 of this Agreement. All insurance required by the Contract Documents shall include a Waiver of Subrogation in favor of Contractor, Owner, their subsidiaries and affiliates, and any other entity required by the Contractor or Owner. In the event an endorsement is required in order to obtain such Waiver of Subrogation, Subcontractor shall cause the policies to be so endorsed and provide copies of such endorsement to Contractor for review and approval.

8.9.4 Certificates of Insurance acceptable to the Contractor and/or the Owner, shall be filed with the Contractor within ten (10) days of the execution of this Subcontract, unless the Contractor otherwise directs the Subcontractor to provide such certificate in a shorter time period. These Certificates of Insurance and all policies shall contain a provision that coverage afforded under the applicable policies will not be canceled until at least thirty (30) days prior written notice has been given the Contractor. This thirty (30) day notice requirement must also appear, by Endorsement, on all Subcontractors' policies. The Subcontractor shall within three (3) days of any written request by Contractor provide to Contractor copies of its complete insurance policies, certified if requested, which evidence coverages required by this Agreement. (Insurance coverages must be provided in a format acceptable to Contractor by insurance companies licensed to do business in the State, and acceptable to the Contractor and/or the Owner).

8.9.5 Subcontractor shall name Contractor, Owner and/or any other interested parties as designated by Owner or Contractor as Additional Insureds on a primary, non-contributing basis to any other insurance available to the additional insured whether such insurance is primary, excess/umbrella, self-insured, or otherwise, on all liability policies of Subcontractor, throughout the duration of the Project for claims arising out of the Work for ongoing and completed operations. Subcontractor's policies shall continue to so name those additional insureds in this fashion upon policy renewals throughout the statute of repose period under the law of the state in which the Project is located. The limits of liability stated above are minimum limits. In the event Subcontractor has in force any insurance with coverages broader and/or limits higher than the minimum coverage amounts specified in this Subcontract, such broader coverages and higher limits shall insure and be available to all additional insureds; the coverages and limits provided to the Additional Insureds shall be no less than those provided to the Subcontractor as an Insured under such policies; and this Subcontract shall be deemed to require such broader coverages and higher limits. Subcontractor's policies required herein shall contain no exclusions or limitations with respect to Subcontractor's scope of work and/or type of structure being constructed, including, without limitation, exclusions for condominium conversion, residential, lead, asbestos, EIFS or specified drywall strict liability claims, including, without limitation, any strict liability claims arising out of the use of scaffold and/or elevated work, or the method of insuring the project including the implementation of a controlled insurance program (wrap up).

The Umbrella Liability insurance required by this Article, and any other insurance required by this Subcontract which is furnished via an excess/umbrella policy form, shall provide that (i) it covers any party as an additional insured who qualifies as such on the underlying insurance and follows form for such additional insured coverage, and (ii) the coverage afforded to such additional insured is primary and non-contributing to any of the other insurance available to the additional insureds whether such insurance is primary, excess/umbrella, self-insured, or otherwise. Subcontractor shall provide reasonable evidence of completed operation coverage if required by Contractor as a condition precedent to final payment. The Liability Policies will provide defense and indemnity to the Additional Insureds for any and all claims arising out of the Work. The insurer's defense and indemnity obligations shall not be limited to claims in connections with Contractor's supervision of the Work. Each such policy obtained by Subcontractor shall provide that the insurer shall defend any suit against Contractor, its officers, agents, or employees even if such suit is frivolous or fraudulent so long as such suit results from or arises out of the Work.

The Subcontractor shall provide professional liability insurance if the Work includes fire alarm design, mechanical work, plumbing work, fire sprinkler work or any professional service including, without limitation, design-assist or delegated design. Subcontractor must maintain policies written on a claims made basis for a minimum of five (5) years after substantial completion of the Project, or any such longer period as may be required by the General Contract, and have a retroactive date prior to the effective date of this Subcontract. Subcontractor shall require same obligations from its subconsultants by written agreement but shall not rely upon such subconsultants' insurance in lieu of providing a policy in which the Subcontractor is the named insured.

The Subcontractor shall provide pollution liability insurance unless the Contractor otherwise confirms in writing that such insurance is not required. Contractor, the Owner and any other parties as designated by the Owner or the Contractor shall be named as additional insureds. If hazardous waste is being hauled, Subcontractor shall ensure that the MCS 90 endorsement is included under the applicable automobile liability insurance.

The Subcontractor agrees to notify the Contractor of any substantial claims (paid or reserved) applied against the aggregate of any of the required insurance policies. The full general liability general aggregate policy limit required above shall be available with respect to the Subcontractor's obligations hereunder, and the Subcontractor shall obtain a dedicated construction project(s) general aggregate limit endorsement confirming such coverage.

8.9.6 Subcontractor shall be responsible for any insurance deductible amount under the property insurance or any other insurance policy maintained by the Owner or Contractor arising out of a claim relating to or occurring in connection with the Work.

8.9.7 The Subcontractor, and/or sub-subcontractors and/or suppliers who supply materials for the Work, shall be solely responsible for, and pay for the protection of and insuring the materials at all times, including while stored off premises and while the materials are in transit to the job site, until incorporated into the Work and transferred to and accepted by the Owner. If materials and equipment are to be paid for prior to incorporation into the Work and transfer to the Owner, the Subcontractor shall purchase and maintain insurance coverages on the property, in a format protecting the property, regardless of its location, for the "All Risk or Risks of Physical Loss" type perils, which are to include Weather damage, Theft, Vandalism, and Malicious Mischief. Such insurance shall include a Waiver of Subrogation in favor of Contractor, Owner, their subsidiaries and affiliates. In the event an endorsement is required in order to obtain such Waiver of Subrogation, Subcontractor shall cause the policies to be so endorsed. Any Deductible Clause chosen shall be the sole responsibility of the Subcontractor, and shall be subject to the written approval of the Contractor and/or the Owner. This insurance shall be in a format acceptable to the Contractor and/or the Owner, and shall insure for the "Replacement Cost" of the materials with no Co-Insurance applicable. The Contractor and/or the Owner, As Their Interest May Appear, shall be the "Loss Payee" on any such policy, if so requested. Evidence of coverage, acceptable to the Contractor and/or the Owner, shall be provided by the Subcontractor prior to payment being made by the Contractor and/or the Owner for the materials.

8.9.8 At all times, and under all conditions, the Subcontractor is solely responsible for any and all of its equipment, tools, materials, and the like, which are not intended to be incorporated into the Work, whether owned, leased, rented, borrowed, or otherwise. Such coverage shall waive all rights of subrogation against Contractor.

8.9.9 In the event the Subcontractor fails to obtain and maintain the required insurance coverage, or to provide the policies and/or the certificates of such insurance, then Contractor, in addition to, and without limiting any other rights or remedies Contractor may have under this Subcontract (including but not limited to withholding sufficient funds to cover Contractor's and/or Owner's potential exposure to uninsured liability(ies) as determined by Contractor's reasonable judgment, per Article 4) or otherwise at law or in equity, may, but shall not be obligated to, take any and all actions Contractor reasonably deems necessary to obtain the necessary coverages on Subcontractor's behalf and backcharge all cost incurred to Subcontractor. This paragraph shall survive completion of the Work.

8.9.10 Subcontractor shall submit all deductibles and self-insured retention amounts under any of the policies that it is required to maintain in accordance with this Subcontract to Contractor for Contractor's approval prior to commencement of the Work. Regardless of whether or not Contractor approves any such deductibles or self-insured retention amounts, Subcontractor shall be exclusively responsible for the payment of any and all such deductibles and self-insured retentions.

8.9.11 In the event that this Subcontract will be covered by Contractor's subcontractor default insurance, Subcontractor shall provide all information deemed necessary to Contractor in its sole discretion at any time before, during and/or after the duration of the Project at intervals required by Contractor for the purposes of pre-qualification, underwriting, enrollment or renewals.

8.10 Warranty. The Subcontractor warrants to the Contractor and Owner that all materials and equipment furnished under this Subcontract shall be new unless otherwise specified in the Contract Documents, that all of the Work shall be performed in the highest, first-class manner, free from fault and other defects and in conformance with the Contract Documents and any and all applicable statutes, laws, rules, regulations, consents, mitigation measures, rules, directives, orders, permits, and codes (collectively, the "Legal Requirements"). All Work not conforming to these requirements, including substitutions not properly approved, may be considered defective and shall be repaired, replaced and/or remediated at the direction of Contractor at Subcontractor's sole cost and expense. The Subcontractor shall execute a written guaranty and warranty applicable to all phases of the Work in accordance with this Subcontract and all other applicable provisions of the Contract Documents pertaining to warranties and guarantees.

Warranties shall commence as of the date of the Final Completion of all work at the Project and shall continue for a period of no less than one (1) year unless a longer period is otherwise required by the Contract Documents, Legal Requirements or unless the manufacturer provides a longer warranty. All guarantees and warranties shall be enforceable directly by the Owner if the Owner so elects. The Subcontractor warrants and guarantees that title to all work, materials and equipment covered by a Requisition shall vest with the Contractor on or before the receipt of payment by the Subcontractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens"); and that no work, materials or equipment covered by a Requisition shall have been acquired by the Subcontractor or any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or lien thereon is retained by the seller or otherwise imposed by the Subcontractor or such other person.

The Subcontractor further warrants that the materials and equipment furnished under this Subcontract shall not infringe any valid patent, copyright or trademark and that the Subcontractor shall defend, indemnify and hold harmless the Contractor, Contractor's sureties, Owner and Architect from and against any loss or damage, including attorneys' fees, which results directly or indirectly from any infringement, or any action or claim of infringement.

8.11 Mechanics Liens and Payment Claims. Subcontractor shall defend, indemnify and hold harmless Contractor, Owner, any applicable sureties and any other indemnitee required by Section 8.8 of this Subcontract from and against any laborer's, materialmen's or other similar lien or bond claim or other claim for non-payment filed, asserted or threatened to be filed or asserted by Subcontractor or any of its sub-subcontractors, materialmen or suppliers (of any tier) or any union or union benefit or trust fund in connection with the Work. In the event that such lien or bond claim or other claim for non-payment is threatened or filed, Subcontractor shall, upon forty-eight (48) hours' written notice, cause such claim to be paid, released or discharged, or file a bond in the case of a lien to secure discharge of such lien. In the event that Subcontractor shall fail to do so, the Contractor may retain (or at the Contractor's sole discretion, pay directly to any claimant) from any payment then or thereafter otherwise due in an amount sufficient to indemnify and hold harmless the Contractor, the Owner and any other indemnitee without any determination of the validity of any such lien or claim. Contractor shall also have the right to pay all sums necessary to obtain the release of such lien or claim and discharge or to file a bond in lieu of such lien (including reasonable attorneys' fees, bond or other premiums and costs). Contractor shall have the right to deduct all amounts so incurred from the Subcontract Amount. If such amounts incurred by Contractor exceed the unpaid balance of the Subcontract Amount, the Subcontractor shall promptly pay such difference to the Contractor.

8.12 Claims. Subject to Article 6 herein, notice of disputes or claims that are initiated by Subcontractor and are permitted by this Subcontract shall be given to Contractor in writing within ten (10) days after the occurrence of the event giving rise to such claim (unless a shorter period is reasonably required to allow Contractor to comply with its notice requirements in the General Contract), but in no event after proceeding with the execution of the work for which the claim pertains, or the claim shall be deemed waived and abandoned by the Subcontractor. The Subcontractor agrees to become a party to and be bound by any legal and/or arbitration proceedings involving the Contractor, the Architect or the Owner to the extent that such proceedings involve any of the rights or obligations of the Subcontractor. The Subcontractor agrees to be bound by the results of any proceedings in the same manner that the Contractor is bound by such results under the Contract Documents. The burden to validate any and all claims, changes, time extensions or other entitlement shall always remain with the Subcontractor. Subcontractor shall provide all supporting documentation requested by Contractor in its sole discretion as a condition precedent to Contractor's consideration of any claim, change, time extension or other entitlement being asserted by Subcontractor. The Subcontractor's notice of claim for additional compensation shall include the basis of additional entitlement and anticipated additional costs, including all reasonably available back-up documentation to support the same and any other information and/or documentation as required to be submitted with such notice of claim pursuant to the General Contract or Contractor's request.

Contractor's superintendents and other field personnel are not authorized to approve any entitlement to a time extension or compensation resulting from a change to or extra work under this Subcontract. Contractor's superintendents and field personnel can verify the amount of time and materials Subcontractor devotes to work, for which the Subcontractor claims it is entitled to extra compensation, but such verification shall not constitute agreement that the work in question is extra work

entitling Subcontractor to additional compensation.

The existence of any dispute, controversy or claim between Contractor and Subcontractor shall not occasion or permit any delay in the prosecution of the work or claimed extra or other work, and, except to the extent prohibited by law, Subcontractor agrees to proceed with its Work or any claimed extra work without delay and without regard to such dispute, controversy or claim or the pendency of any proceeding in relation to the same. In the event Contractor disputes whether any work is in fact extra work or is otherwise the responsibility of Subcontractor, Subcontractor's sole remedy shall be to complete the work promptly as directed and make a claim to the extent permitted in accordance with the terms and conditions of this Subcontract. Failure of Subcontractor to comply with the provisions of this paragraph shall constitute a breach of this Subcontract under Paragraph 8.6.2 above regardless of the merits of Subcontractor's claim.

8.13 Changes. All changes to this Subcontract and all changes in the scope of the Work, except those resulting from Subcontractor's default in the performance of its obligations under this Subcontract, shall be confirmed in a writing signed by the Contractor and Subcontractor after the ordering of such change, pursuant to Paragraph 8.6.1 by the Contractor and shall be in accordance with the Contract Documents. Should Subcontractor proceed with any additional work without written direction from Contractor in accordance with the terms and conditions of this Subcontract, Subcontractor does so at its own risk and expense. If Contractor and Subcontractor are unable to agree on Subcontractor's entitlement to a time extension or an adjustment to the Subcontract Amount due to a scope change, Subcontractor shall nonetheless proceed immediately with performance of the scope change as provided in Section 8.12. Subcontractor shall provide all pricing and schedule impact, if any, for all claims, changes or other entitlement and supporting documentation therefor within the time period required by Contractor, and in any event, at least ten (10) days prior to the time period within which Contractor is required to submit the same to Owner as required by the General Contract or otherwise. Contractor's review of such documentation shall not be construed as Contractor's agreement to any entitlement for the Subcontractor requested therein.

8.14 Cooperation. The Subcontractor agrees to procure materials and supplies from such sources and to perform all of its Work on the Project with labor and subcontractors that will work harmoniously with other elements of labor involved in the construction of the Project.

In the event any labor dispute or difficulty is created by, is directed at or results from the operations of the Subcontractor or anyone for whom Subcontractor is responsible, and causes or results in a delay, interference or stoppage of any portion of the Work, or any portion of the work of Contractor or any other subcontractor, and such delay or interruption continues in the aggregate for two (2) or more days, the Contractor may terminate this Subcontract pursuant to Paragraphs 8.6.2 and/or 8.6.3 of this Subcontract and the Contractor shall have all of the rights and remedies provided in this Subcontract or at law. The Subcontractor expressly agrees not to participate in or accede to any stoppage in the Work which may result from any labor dispute.

8.15 Records. With respect to all or any portion of the Work, including, but not limited to each Change Order or claim for extra compensation, the Subcontractor shall keep separate and accurate records of accounts in a manner acceptable to the Contractor with respect to all of its costs directly allocable to the Work and shall, upon request by the Contractor, make such records, invoices and other information pertaining to the Work available for inspection by the Owner and Contractor or other designee for the purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Subcontract price adjustments and claims. Such records shall be maintained in such a manner as to permit all costs incurred in connection with the performance of this Subcontract to be specifically identified. Subcontractor shall be responsible for any and all costs associated with or relating to the review of any of Subcontractor's records in the event that such records demonstrate that the Subcontractor overcharged the Contractor or the Owner. Furthermore, in the event the Owner conducts an audit of costs pursuant to the Contract Documents and determines that costs chargeable by the Subcontractor (as passed through by the Contractor) are not supportable, Subcontractor shall be responsible for any and all damages, costs, fees, etc. to which the Owner may be entitled pursuant to the Contract Documents as a result of the same.

Payrolls and other records for all laborers and mechanics employed in the construction of the Project shall be maintained during the course of the Work and preserved for a period of three (3) years following Final Acceptance, unless Legal Requirements or the Contract Documents require that such payrolls and other records be maintained for any such longer period. Payroll records shall contain the name, address, social security number, hourly wage, daily and weekly number of hours work, gross wages earned, deductions made, actual wages paid and benefits, if any, paid. To the extent required by law or the Contract Documents the Subcontractor and all sub-subcontractors shall, on a weekly basis, provide copies of such payroll records to the Contractor. To the extent required by law or the Contract Documents, the Subcontractor and all sub-subcontractors shall provide the Contractor with monthly reports in a form and manner acceptable to the Contractor which shall set forth the total number of workmen employed on the Project, as well as the total number of minority and female workers and apprentices, and any other such records required by the Contract Documents, all such totals itemized by trade classifications.

8.16 Disputes. Any claims arising out of this Subcontract, including, without limitation, claims for an adjustment to the Subcontract Amount or Time of performance, which cannot be resolved by negotiation shall be considered a dispute within the meaning of this section. For all such claims Subcontractor shall certify that the claim is made in good faith; that the supporting data is accurate and complete; and that the amount/time requested accurately reflects the adjustment for which Subcontractor believes that Contractor is responsible. Subject to the following paragraph, Subcontractor agrees that any specific dispute under this Subcontract with a claim less than One Million Dollars (\$1,000,000.00 shall be submitted to a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Each such dispute which is submitted to arbitration shall be heard before the American Arbitration Association in the state in which the Project is located, unless the Contractor and Subcontractor agree on some other location. All disputes (single or aggregate) which exceed One Million Dollars (\$1,000,000.00 or where injunctive relief is sought, shall be submitted to a panel of three arbitrators in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, subject to the following paragraph. The results of any arbitration shall be binding on the parties thereto, and shall be enforceable by court order at the request of either party.

Notwithstanding the foregoing, all disputed claims that in whole or in part arise out of the acts, omissions or responsibilities of the Owner, anyone for whom Owner is responsible or which involve any rights or obligations of any of the foregoing parties ("Pass-Through Claim(s)") shall be resolved in accordance with the dispute procedures in the General Contract. If Contractor contends, in its sole discretion, that any claim of the Subcontractor is a Pass-Through Claim(s), such claim shall be subject to the terms therein. Further, for any such Pass-Through Claim(s), the Subcontractor agrees, upon Contractor's written demand, to become a party to and be bound by any arbitration, litigation or other proceeding involving the Contractor, the Architect or the Owner in the event that such proceedings involve any of the rights or obligations of the Subcontractor under this Subcontract. For disputes asserted by Subcontractor that involve both Pass-Through Claim(s) and non-Pass-Through Claim(s) which are simultaneously asserted by Subcontractor on the Project, upon Contractor's written demand, Subcontractor agrees to have all such claims resolved in the same arbitration, litigation or other proceeding. In any dispute resolution process involving Contractor's surety, if any, Contractor's surety shall have and shall be entitled to raise any and all defenses available to Contractor under this Subcontract, at law or otherwise.

Contractor and Subcontractor agree that for all disputes under this Subcontract, responsible persons selected by each party will meet together and use good faith efforts to resolve the issue between them within fifteen (15) days of the written request of either party. The holding of at least one such "principal's meeting" shall be a condition precedent to mediation. In the event the dispute is not resolved by the principal's meeting, the Contractor and Subcontractor agree to attempt in good faith to resolve the dispute by non-binding mediation with a mediator mutually agreed to by Contractor and Subcontractor, subject to the foregoing paragraph. Mediation shall be initiated by a written request from the Contractor or Subcontractor to the other specifying the dispute(s) to be mediated. Such mediation shall be a condition precedent to the commencement of litigation or arbitration against the Contractor or its sureties, unless delay would irrevocably prejudice Contractor or Subcontractor in which event the litigation or arbitration, as the case may be, may be commenced but shall be stayed pending mediation under this provision. If the dispute has not been resolved pursuant to the mediation procedure within 30 days of the commencement of such procedure, which shall mean the first joint session with the mediator, the dispute shall be determined in accordance with the provisions of the first paragraph of this Paragraph 8.16. The fees and expenses of the mediator shall be borne equally by the Contractor and Subcontractor.

8.17 Miscellaneous.

8.17.1 Discipline. The Subcontractor shall at all times enforce strict discipline and good order among its employees and the employees of its sub-subcontractors and suppliers and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her. The Subcontractor agrees to remove from the Work any worker or supervisor at the unilateral request of the Contractor, of the Owner or of the Architect. Subcontractor further agrees to make any worker or supervisor available to be interviewed at the request of the Contractor, of the Owner or of the Architect. Subcontractor also agrees to employ on the Work supervisors requested by the Contractor, Owner or Architect whenever reasonably possible. The Subcontractor, on behalf of itself and its officers, directors and employees, agrees not to make disparaging or otherwise detrimental comments to any person or entity concerning the Contractor.

8.17.2 Safety. Provision of a safe and healthy work site for Subcontractor's employees (including the provision of all required training and/or appropriate personal protective equipment) is Subcontractor's sole responsibility. Subcontractor shall, at all times, maintain a competent superintendent or foreman at the job site (who shall be subject to approval of Contractor) to supervise the Work and a competent safety manager, all of whom shall possess all required certifications in order to manage the Work and the safety thereof. The Subcontractor shall comply with all provisions of the State's Right to Know Law; OSHA regulations; all safety requirements of Owner, Contractor, Owner's or Contractor's insurance carriers; and all applicable laws, ordinances, regulations, rules and orders of the locality in which the Work is done as any of the

foregoing may be amended at any time, and shall defend, indemnify and hold the Contractor and Owner harmless from any and all fines, penalties, claims, damages, or losses arising from Subcontractor's failure to comply therewith. The Subcontractor agrees to insert this clause in each of its sub-subcontracts and enforce the same.

8.17.3 Off-Site Storage. The Subcontractor shall confine operations at the site to areas permitted by law, ordinance, permit and the Contract Documents, as such areas may be approved by the Contractor. All applicable storage sites, both on and off site locations, shall be subject to inspection at any reasonable time by representatives of the Owner, Architect or Contractor. The Subcontractor shall assume the risk of loss or damage to any materials, equipment, trailers or tools stored on-site, and the Contractor shall have no liability to the Subcontractor for the security of any property, tools, equipment, materials or Work the Subcontractor stored on or off site.

8.17.4 Clean-up. The Subcontractor shall, at its own expense, keep the Project free from accumulation of waste materials or rubbish caused by its operation, and shall remove the same in accordance with the directives of the Contractor and in accordance with the cleaning requirements of the Contract Documents as it applies to its Work. Subcontractor shall broom clean its work site regularly and as may be required by the Contractor. On a daily basis, Subcontractor shall remove all its waste materials and rubbish from and about the Project to a centrally located dumpster provided by others (unless Exhibit B provides otherwise), as well as properly store all its tools, construction equipment, machinery and surplus materials.

8.17.5 Right of Offset. Any sum or sums chargeable to the Subcontractor or any of Subcontractor's affiliates, parent company, related entities or subsidiaries under any provision of this Subcontract or any other subcontract or agreement with Contractor or any party related to Contractor may, at the election of the Contractor, be deducted from any payments otherwise due or to become due to the Subcontractor or its payment and performance bond surety(ies) under this or any other subcontract or agreement between the Contractor or any party related to Contractor .

8.17.6 Maintenance of Equipment. The Subcontractor warrants and shall insure that all construction tools, equipment, temporary facilities and other items used by the Subcontractor in accomplishing the Work, whether purchased, rented or otherwise provided by or to the Subcontractor, are in a safe, sound and good condition and capable of performing the functions for which they are intended and are maintained in conformance with applicable laws, regulations, manufacturer's recommendations and good engineering practice.

8.17.7 Signage. The Subcontractor shall not, without the Contractor's and Owner's prior written consent, install or maintain any sign, trademark or advertisement or other identification symbol in or about the Project (including, but not limited to any tower cranes, manlifts, scaffolding or similar equipment). The Contractor and Owner shall have the right, at the Subcontractor's expense and without notice to the Subcontractor, to remove any sign, trademark, advertisement or other identification symbol installed in violation of this Paragraph.

8.17.8 Names in Event of Emergency. The Subcontractor shall furnish the Contractor and the Architect in writing the names, addresses and telephone numbers of members of the Subcontractor's organization to be called in the event of an out-of-hours emergency at the Project site.

8.17.9 Effective Date. This Subcontract, and all terms and conditions hereunder (including, but not limited to indemnification and insurance obligations), shall take effect as of the date that Subcontractor performs any of the Work, whether on or off the Project site.

8.17.10 Confidentiality of Information. The Subcontractor shall keep all information relating to the Project and the Subcontractor's Work and all information supplied to the Subcontractor by the Contractor or Owner as confidential and proprietary information of the Contractor, Owner and Architect and shall not permit its release to other parties or make any public announcement or publicity releases without the Contractor's and Owner's written authorization. Subcontractor shall also follow any requirements of the Owner regarding receiving, maintaining and destroying/returning confidential information.

8.17.11 Jurisdiction and Venue. The validity, interpretation and performance of this Subcontract shall be governed by the laws of the State in which the Project is located without regard to the conflict of law provisions therein. For all disputes which do not involve any Pass-Through Claim(s), the venue of such disputes shall be in the County and State in which the Project is located. For disputes that involve Pass-Through Claim(s), in whole or in part, the venue of such disputes, along with any non-Pass-Through Claim(s) which are, or may be, simultaneously asserted by Subcontractor on the Project shall be in the County and State as required by the General Contract, and if no venue is so mandated, then it shall be in the County and State as agreed to by Owner and Contractor.

8.17.12 Waiver. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or

duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach under this Subcontract except as may be specifically agreed to in writing.

8.17.13 Severability. The duties and obligations imposed by the Contract Documents and this Subcontract and the rights and remedies available thereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Should any provision(s) of this Subcontract be invalid as a matter of law, such invalidity shall affect only such provision(s), which shall be deemed to be revised in such a manner as to allow the provision to be valid to the fullest extent permitted by law, and shall not invalidate or affect remaining provisions of this Subcontract.

8.17.14 Daily Reports. Subcontractor shall complete the Field Force Report in the form set forth in Exhibit I attached to this Subcontract on a daily basis. Subcontractor shall submit each daily report by 9:00 a.m. on the workday following the day addressed in the report. Subcontractor shall complete each daily report in full and in a detailed manner.

8.18 Protection of the Work. It is understood and agreed that the Work provided for in the Subcontract constitutes only a part of the work being performed on this Project for the Owner by the Contractor and other subcontractors. The Subcontractor therefore agrees to perform the Work called for in the Subcontract in such a manner that he will not injure or damage any other work performed by the Contractor or any other subcontractor, and the Subcontractor further agrees to furnish continuous and effective protection at all times for his own Work-in-place and all materials stored for use under the Subcontract, and to bear and be solely liable for all loss and/or damage of any kind to or in connection with said Work and materials at any time prior to the final completion and acceptance thereof, unless said loss or damage is caused by the sole negligence of the Contractor; and to pay or reimburse the Contractor on account of any damage or injury to the work or property of the Owner, the Contractor and other subcontractors caused by or arising from the performance of its Work as provided in the Subcontract, including the cost of replacing, repairing, refinishing or restoring any work damaged, removed or displaced in the course of correcting or repairing work or replacing materials hereunder which are rejected by the Owner, the Owner's Architect or Engineer or which are deemed to be at variance with the requirements of the Subcontract.

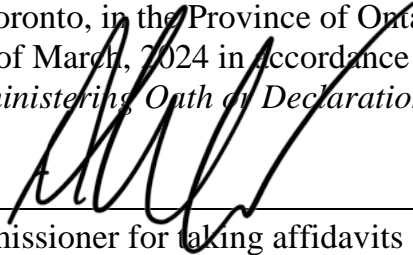
8.19 Notices. All notices sent by Subcontractor to Contractor hereunder must be in writing and sent to Contractor's Project Executive with a copy to the Contractor's legal department at the Contractor's address on the front page of this Agreement by certified mail, return receipt requested or overnight delivery by a nationally recognized delivery service within the time period required herein. Subcontractor agrees that it waives any and all rights to changes, claims, extensions of time, costs or other entitlement in the event that it fails to provide notice as required herein.

8.20 Electronic Signatures. The parties agree that this Agreement may be signed electronically, and that any such electronic signatures, whether digital, encrypted, or otherwise, are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record including, without limitation, electronic signatures obtained and/or exchanged through use of DocuSign.

ARTICLE 9: FINAL AGREEMENT.

It is understood that this Subcontract, including all instruments incorporated into this Subcontract by reference, constitutes the full and complete agreement now existing between the parties. All prior discussions, negotiations, proposals, quotes and/or agreements, verbal or written, are hereby merged into this Subcontract. The Contractor and Subcontractor have contributed to drafting this Subcontract and the terms and conditions of it shall not be construed against one party or the other.

This is Exhibit "C" referred to in the
Affidavit of John Tangney affirmed by John Tangney of the
City of Reading, in the State of Massachusetts, before me at
the City of Toronto, in the Province of Ontario,
this 11th day of March, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

ALEXANDER SOUTTER

March 7, 2024

Antamex Industries UKC
210 Great Gulf Drive
Concord, Ontario L4K5W1
Attention: Ryan Spurgeon

VIA OVERNIGHT DELIVERY AND E-MAIL

Re: Antamex's Defaults – South Station Tower Project

Dear Ryan:

Suffolk Construction Company, Inc. ("Suffolk") hereby notifies Antamex of its default under the subcontract between Suffolk and Antamex for the above-referenced project (the "Subcontract") in accordance with Sections 8.6.2, 8.6.3 and 8.7.2 therein.

First, as Antamex is aware, it has "become involved in financial difficulties so that [it] is unable to pay its debts as they become due", as referenced in Section 8.6.3 of the Subcontract, as a Canadian court has granted a receiver over certain assets of Antamex due to Antamex's apparent default on a loan from Export Development Canada ("EDC"). Further, the balance of Antamex's property and assets may become subject to receivership on March 12, 2024.

Furthermore, Antamex represented in Section 8.7.2 of Subcontract:

- (a) it has not granted a lien on any receivables under this Subcontract;
- (b) it will not grant any lien thereon at any time in the future.

Antamex's loan agreement with EDC and the receivership action currently pending in Canada violate the provisions of Section 8.7.2 and represents further independent grounds for default under the Subcontract.

Please note that Antamex is required to cure all its defaults within twenty-four (24) hours of the date of this letter in accordance with the terms and conditions of the Subcontract. With that said, at this time, Suffolk will provide Antamex until 11:59 pm EST on March 10, 2024, to cure all defaults without waiving any rights, remedies or defenses, including, without limitation, its right to enforce the contractual twenty-four-hour cure period at any time prior to the foregoing date/time.

Should Antamex fail to timely cure all such defaults, Suffolk reserves all rights in the Subcontract, including, without limitation, to take all necessary measures to cure all such defaults at Antamex's and/or its sureties' expense.

Antamex's immediate attention is required. Suffolk hereby reserves any and all rights, remedies and defenses.

Sincerely,
SUFFOLK CONSTRUCTION COMPANY, INC.



3/7/24

Keith Couch, General Manager – Northeast Region

Cc: Michael Carson (Nationwide Mutual Insurance Company)

John Fish (Suffolk)

Keith Couch (Suffolk)

Geoffrey Witheford (Suffolk)

Douglas Ware (Suffolk)

Scott Naigles (Suffolk)

March 7, 2024

Antamex Industries UKC
210 Great Gulf Drive
Concord, Ontario L4K5W1
Attention: Ryan Spurgeon

VIA OVERNIGHT DELIVERY AND E-MAIL

Re: Antamex's Defaults – 109 Brookline Avenue Project

Dear Ryan:

Suffolk Construction Company, Inc. ("Suffolk") hereby notifies Antamex of its default under the subcontract between Suffolk and Antamex for the above-referenced project (the "Subcontract") in accordance with Sections 8.6.2, 8.6.3 and 8.7.2 therein.

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Antamex's immediate attention is required. Suffolk hereby reserves any and all rights, remedies and defenses.

Sincerely,
SUFFOLK CONSTRUCTION COMPANY, INC.

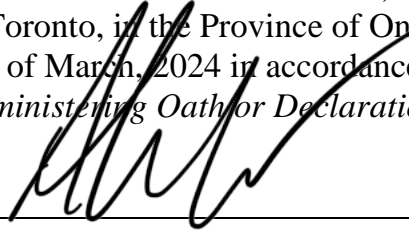


3/7/21

Keith Couch, General Manager – Northeast Region

Cc: Regina Gaebel (Allianz Trade)
John Fish (Suffolk)
Keith Couch (Suffolk)
Geoffrey Witheford (Suffolk)
Douglas Ware (Suffolk)
Scott Naigles (Suffolk)

This is Exhibit "D" referred to in the
Affidavit of John Tangney affirmed by John Tangney of the
City of Reading, in the State of Massachusetts, before me at
the City of Toronto, in the Province of Ontario,
this 11th day of March, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

ALEXANDER SOUTTER

March 11, 2024

Antamex Industries ULC
210 Great Gulf Drive
Concord, Ontario L4K5W1
Attention: Ryan Spurgeon

VIA OVERNIGHT DELIVERY AND E-MAIL

Re: Termination of Antamex's Subcontract – 109 Brookline Project

Dear Ryan:

As Antamex Industries ULC ("Antamex") is aware, Suffolk Construction Company, Inc. ("Suffolk") notified Antamex of its defaults under the subcontract between Suffolk and Antamex for the above-referenced project (the "Subcontract") in the enclosed letter dated March 7, 2024. Suffolk provided Antamex until 11:59 EST on March 10, 2024, to cure its defaults. Antamex has failed to cure its defaults by the foregoing deadline. Accordingly, Suffolk hereby terminates the Subcontract effective immediately in accordance with Sections 8.6.2 and 8.6.3 therein. Furthermore, by copy of this letter to Antamex's surety, Suffolk hereby asserts a claim against the performance bond issued for the Subcontract.

Suffolk will be in touch with Antamex and the surety regarding next steps.

Sincerely,
SUFFOLK CONSTRUCTION COMPANY, INC.



Keith Couch, General Manager – Northeast Region

Encl.

Cc: Regina Gaebel (Allianz Trade)
John Fish (Suffolk)
Keith Couch (Suffolk)
Jason Seaburg (Suffolk)
Douglas Ware (Suffolk)
Scott Naigles (Suffolk)

March 7, 2024

Antamex Industries UKC
210 Great Gulf Drive
Concord, Ontario L4K5W1
Attention: Ryan Spurgeon

VIA OVERNIGHT DELIVERY AND E-MAIL

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Sincerely,
SUFFOLK CONSTRUCTION COMPANY, INC.

 3/7/21

Keith Couch, General Manager – Northeast Region

Cc: Regina Gaebel (Allianz Trade)
John Fish (Suffolk)
Keith Couch (Suffolk)
Geoffrey Witheford (Suffolk)
Douglas Ware (Suffolk)
Scott Naigles (Suffolk)

March 11, 2024

Antamex Industries ULC
210 Great Gulf Drive
Concord, Ontario L4K5W1
Attention: Ryan Spurgeon

VIA OVERNIGHT DELIVERY AND E-MAIL

Re: Termination of Antamex's Subcontract – South Station Tower Project

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Suffolk will be in touch with Antamex and the surety regarding next steps.

Sincerely,
SUFFOLK CONSTRUCTION COMPANY, INC.



Keith Couch, General Manager – Northeast Region

Encl.

Cc: Michael Carson (Nationwide Mutual Insurance Company)
John Fish (Suffolk)
Keith Couch (Suffolk)
Geoffrey Witheford (Suffolk)
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March 7, 2024

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210 Great Gulf Drive
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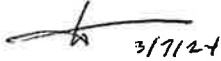
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Antamex's immediate attention is required. Suffolk hereby reserves any and all rights, remedies and defenses.

Sincerely,
SUFFOLK CONSTRUCTION COMPANY, INC.

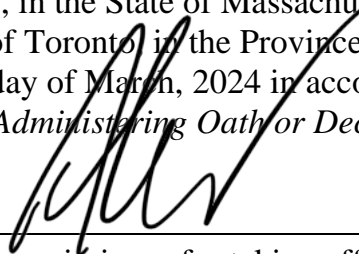


3/7/24

Keith Couch, General Manager – Northeast Region

Cc: Michael Carson (Nationwide Mutual Insurance Company)
John Fish (Suffolk)
Keith Couch (Suffolk)
Geoffrey Witheford (Suffolk)
Douglas Ware (Suffolk)
Scott Naigles (Suffolk)

This is Exhibit "E" referred to in the
Affidavit of John Tangney affirmed by John Tangney of the
City of Reading, in the State of Massachusetts, before me at
the City of Toronto in the Province of Ontario,
this 11th day of March, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

ALEXANDER SOUTTER

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: Suffolk Construction Company 65 Allerton Street Boston, Massachusetts 02119	PROJECT: South Station 700 Atlantic Avenue Boston, Massachusetts 02111, Suffolk County	APPLICATION NO: 53 PERIOD TO: 03/07/24 CONTRACT FOR: SC-220015-014 - Antamex Industries LLC CONTRACT DATE: 04/20/20 PROJECT NOS: 83-220015	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Antamex Industries 210 Great Gulf Drive Concord, Ontario L4K 5W1	VIA ARCHITECT: Kendall-Heaton Associates, Inc. 3050 Post Oak Blvd, Suite 1000 Houston, Texas 77056		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ <u>53,400,000.00</u>
2. Net change by Change Orders	\$ <u>3,706,854.44</u>
3. CONTRACT SUM TO DATE (Line 1+2)	\$ <u>57,106,854.44</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ <u>45,358,739.00</u>
5. RETAINAGE:	
a. 5.0% of Completed Work	
(Column D + E on G703)	\$ <u>2,190,123.22</u>
b. 5.0% of Stored Material	
(Column F on G703)	\$ <u>77,813.72</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ <u>2,267,936.94</u>
6. TOTAL EARNED LESS RETAINAGE	\$ <u>43,090,802.06</u>
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ <u>41,086,215.81</u>
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ <u>2,004,586.25</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ <u>14,016,052.38</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$3,591,721.56	\$(412,389.00)
Total approved this Month	\$527,521.88	\$0.00
TOTALS	\$4,119,243.44	\$(412,389.00)
NET CHANGES by Change Order		\$ 3,706,854.44

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Antamex Industries

By: Antonio Marchisi Date: February 27, 2024
 State of: Ontario County of: _____
 Subscribed and sworn to before me this February 27, 2024
 Notary Public: Syed Ilanee
 My Commission expires: 10/16/26
Ontario

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 2,004,586.25
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Kendall-Heaton Associates, Inc.

By: Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

STATE OF Massachusetts
 COUNTY OF Suffolk

The Affiant, **Antonio Manchisi**
 says they are **Director - Projects of Antamex Industries**
 that they have a contract with **Suffolk Construction Company** the general contractor on the following described premises in said County, to wit:

**700 Atlantic Avenue
 Boston, Massachusetts 02111**

That, for the purposes of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name	What For	Contract Price	Retention	Previous Payments	This Payment	Total Paid	Balance Due (inc. retention)
See Attached							
TOTALS		\$ 57,106,854.44	\$ 2,267,936.94	\$ 41,086,215.81	\$ 2,004,586.25	\$ 43,090,802.06	\$ 14,016,052.38

Amount of Original Contract	\$53,400,000.00	Work Completed to Date	\$45,358,739.00
Extras to Contract	\$4,119,243.44	Less 5.0% Retention	\$2,267,936.94
Total Contract and Extras	\$57,519,243.44	Total after 5.0% Retention	\$43,090,802.06
Credits to Contract	\$(412,389.00)	Net Previously Paid	\$41,086,215.81
Adjusted Total Contract	\$57,106,854.44	Balance to Become Due	\$14,016,052.38

Dated: 27th day of February, 2024

COMPANY: Antamex Industries
 ADDRESS: 210 Great Gulf Drive
 Concord, Ontario L4K 5W1

Signed this 27th day of February, 2024.

Signature: *Antonio Manchisi*

Subscribed and sworn to before me
 this February 27, 2024

Syed Ilan

My commission expires: 10/16/26

State of Ontario

Project Name: South Station
Contract No.: SC-220015-014
 To Company: Suffolk Construction Company
 From Company: Antamex Industries

Project # 83-220015
Application No.: 53
 Application Date: February 26, 2024
 Period To: March 07, 2024

Name	Organization Type	Location	Minority Status	What For	Contract Price	Retention	Previous Payments	This Payment	Total Paid	Balance Due (inc. retention)
Antamex Industries	On-Sys	210 Great Gulf Drive, Concord, Ontario L4K 5W1		Antamex Industries LLC	\$ 38,378,767.91	\$ 2,267,936.94	\$ 32,939,735.60	\$ 2,004,586.25	\$ 34,944,321.85	\$ 3,434,446.06
Metra Aluminum Inc	Manual			Extruder	\$ 2,610,500.05	\$ 0.00	\$ 2,610,500.05	\$ 0.00	\$ 2,610,500.05	\$ 0.00
Metro Glass & Metal, LLC	LW Sub	10 Wheeling Ave, Woburn, Massachusetts 01801		Installer	\$ 10,466,110.00	\$ 0.00	\$ 1,116,782.18	\$ 0.00	\$ 1,116,782.18	\$ 9,349,327.82
Metro Glass & Metal, LLC	LW Sub	10 Wheeling Ave, Woburn, Massachusetts 01801		Installer	\$ 1,426,715.00	\$ 0.00	\$ 194,436.50	\$ 0.00	\$ 194,436.50	\$ 1,232,278.50
Tivitec	Manual			Glass	\$ 3,695,507.47	\$ 0.00	\$ 3,695,507.47	\$ 0.00	\$ 3,695,507.47	\$ 0.00
Valley Metal Finishing (1983) Ltd.	Manual			Painting	\$ 529,254.01	\$ 0.00	\$ 529,254.01	\$ 0.00	\$ 529,254.01	\$ 0.00
TOTALS					\$ 57,106,854.44	\$ 2,267,936.94	\$ 41,086,215.81	\$ 2,004,586.25	\$ 43,090,802.06	\$ 14,016,052.38

EXHIBIT H-3**LIEN AND CLAIM WAIVER FOR PROGRESS PAYMENT — FIRST-TIER
SUBCONTRACTOR/SUPPLIER**Contract Number: SC-220015-014Subcontractor/Supplier Payment Application Dated: 02/26/2024OWNER: South Station Phase I Owner, LLCCONSTRUCTION MANAGER: Suffolk Construction CompanyPROJECT ADDRESS: 700 Atlantic Avenue, Boston, Massachusetts 02111, Suffolk CountyPROJECT: South StationSUBCONTRACTOR/SUPPLIER: Antamex IndustriesAMOUNT PAID-TO-DATE: 39,979,968.92RETAINAGE: 2,267,936.94PARTIAL PAYMENT AMOUNT REQUESTED: 2,004,586.25

Upon receipt of the Partial Payment Amount Requested in connection with the Project, which represents full payment for all labor, services, material and/or equipment furnished for the Project through 03/07/2024 (the "Effective Date") except as otherwise expressly set forth at the end of this paragraph, the undersigned Subcontractor/Supplier, on its own behalf and on behalf of its officers, agents, employees, affiliates, parents, subcontractors, suppliers, consultants, sureties, lenders, successors, assigns and insurers (collectively, the "Releasers"), hereby releases, discharges, relinquishes and waives any and all liens, claims of lien and rights of lien under applicable law and any and all known and unknown claims of any kind, whether in contract, tort or otherwise, including, without limitation, claims for non-payment, extra work, delays and disruptions, against the Project, Construction Manager, Owner and their respective officers, agents, employees, affiliates, parents, servants subcontractors, suppliers, consultants, sureties and lenders (collectively, the "Releasees") arising out of or occurring in connection with the Project and/or the Subcontract through the Effective Date except for Retainage and except as follows, regarding which Subcontractor and Construction Manager reserve their respective rights and defenses in accordance with the terms and conditions of the Subcontract:

Furthermore, the undersigned Subcontractor/Supplier warrants and certifies that it has received the Amount Paid-To-Date, which represents full payment for all labor, material, services and/or equipment furnished for the Project through 7th day of January, 2024 except as otherwise expressly set forth at the end of the preceding paragraph. Accordingly, the undersigned Subcontractor and/or Supplier hereby confirms that any and all releases and waivers previously provided for labor, material, services and/or equipment furnished for the Project prior to and through such date are unconditional and are in full force and effect.

The undersigned Subcontractor/Supplier further represents that all employees, laborers, materialmen, unions (if any), union benefit funds (if any), subcontractors and suppliers employed, engaged or retained by the undersigned Subcontractor/Supplier in connection with the Project and all bills for materials, equipment, services and labor provided by others to the undersigned Subcontractor/Supplier in connection with the Project have been fully paid and that no obligations, legal, equitable or otherwise, are owed by the undersigned Subcontractor/Supplier in connection with the Project. The undersigned Subcontractor/Supplier does hereby agree to defend, indemnify and hold harmless the Releasees from and against any and all liens, claims of lien, debts, demands, actions, causes of action, suits, sums and sums of money, accounts, bond claims, costs, expenses, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions, liabilities, and any and all other claims of any kind, nature and description whatsoever, in law, equity or otherwise, incurred by reason of any allegation or claim that the undersigned Subcontractor/Supplier has not fully paid for any and all materials, equipment, services, labor or other costs or expenses incurred in connection with the Project or the

enforcement of any of the undersigned's obligations set forth in this document, including, without limitation, attorneys' fees, court or arbitration costs and expert witness and consultant fees.

The undersigned individual represents and warrants that he/she is a duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned Subcontractor/Supplier.

Antamex Industries [INSERT NAME OF SUBCONTRACTOR]

By:

Antonio Manchisi

Signature

Printed Name: Antonio Manchisi

Printed Title: Director - Projects

Commonwealth of ontario

_____ County, ss.

On the 27th day of February, 2024, before me, the undersigned notary public, personally appeared Antonio Manchisi, the Director - Projects of Antamex Industries proved to me through satisfactory evidence of identification, which was either a current driver's license, a current U.S. passport or my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Syed Nilanee

Notary Public

My commission expires: 10/16/2026

EXHIBIT H-6

CONDITIONAL INTERIM PAYMENT AFFIDAVIT BY SUBCONTRACTOR

This Conditional Interim Payment Affidavit is submitted and executed by Antamex Industries ("Subcontractor") a subcontractor/supplier to Suffolk Construction Company ("Construction Manager") relating to a subcontract with Construction Manager dated 04/20/2020 for the performing and/or furnishing of work, labor, services, materials and/or equipment in connection with South Station Air Rights and Easement Rights located at 700 Atlantic Avenue in Boston, Suffolk County, Commonwealth of Massachusetts ("Project"), which Project is owned by South Station Phase I Owner, LLC ("Owner"). For and in consideration of the payment to Subcontractor of the amount of \$2,004,586.25 in connection with Subcontractor's Application for Payment No. 53-SC-220015-014, and effective when the funds or wire in such amount have been properly accepted by the bank on which it is drawn, Subcontractor agrees as follows:

1. Subcontractor for itself, its officers, agents, successors and assigns and anyone claiming through or under it, hereby represents and warrants that the payment acknowledged above constitutes full and complete payment to Subcontractor for the performing and/or furnishing of all work, labor, services, materials and/or equipment for the Project up through 03/07/2024, except and only for the amount of \$2,267,936.94 consisting of retention attributable to work, labor, services equipment or materials furnished prior to 03/07/2024 and those specific unresolved claims listed on Schedule A hereto and the pending change orders listed on Schedule B hereto.

2. Subcontractor hereby certifies and warrants that, subject only to the foregoing exceptions, all work, labor, services, materials, wages and/or equipment engaged, used and/or contracted for by it in connection with the Project during the period covered by this Conditional Interim Payment Affidavit have been or will be paid and that Subcontractor will defend, indemnify and hold the Owner, the developer of the Project, all present and future owners of the Project, the Construction Manager and their respective lenders, parent companies, affiliates, subsidiaries, successors, assigns, agents, employees, sureties and insurers harmless against all mechanic's and/or materialmen's liens, claims, demands, damages, costs or other liens or encumbrances in any way connected with, related to or arising out of any claim for compensation by any other party for work, labor, services, materials and/or equipment incorporated into, performed or furnished in connection with the Project by Subcontractor, or any of its subsubcontractors, material men or suppliers up through the date covered by this Conditional Interim Payment Affidavit.

IN WITNESS WHEREOF, this Conditional Interim Payment Affidavit has been executed this 27th day of February, 2024.

Antonio Manchisi
By: Antonio Manchisi
Title: Director - Projects

Commonwealth of ontario

_____ County, ss.

On the 27th day of February, 2024, before me, the undersigned notary public, personally appeared Antonio Manchisi, the Director - Projects of Antamex Industries proved to me through satisfactory evidence of identification, which was either a current driver's license, a current U.S. passport or my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

(as partner for _____, a partnership)

(as Director - Projects for Antamex Industries, a corporation)

(as attorney in fact for _____, the principal)

(as _____ for _____, (a) (the) _____)



(official signature and seal of notary)

Syed Ilance

Notary Public

My commission expires:

10/16/2026

SCHEDULE A

UNRESOLVED CLAIMS

Nature of Claim	Amount of Claim	Date when Claim was Asserted
	0.00	

SCHEDULE B

PENDING CHANGE ORDERS

Pending Change Order Description	Pending Change Order Amount	Date of Pending Change Order
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South Station Phase I Project

Antamex Industries LLC

DATE:

2024-02-26

STORED MATERIAL LOG

AIA Line Number	Material Description	Location where item is stored	Opening Inventory (Closing Inventory from last Month)	Additions to Inventory this Month	Deliveries to Jobsite this Month	Closing Inventory
159	SUPPLY OF EMBEDS					-
160	Level 1 - 12					-
161	Level 13 - 36	10 Wheeling Ave, Woburn, MA 01801			-	-
162	Level 37 - 53	10 Wheeling Ave, Woburn, MA 01801	337,968.74		25,997.60	311,971.14
169	Release 10 Shuttle Lobby (13 Frames)					-
170	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	24,906.01			24,906.01
	Gaskets	210 Great Gulf Drive Concord, Ontario.	4,151.00			4,151.00
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	12,453.00			12,453.00
171	Glass	256 Victoria St W , Alliston , ON L9R 1L9.		53,275.35		53,275.35
172	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.				-
176	Release 10 Residential Entrance (6 Frames)					-
177	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	11,495.08			11,495.08
	Gaskets	210 Great Gulf Drive Concord, Ontario.	1,915.85			1,915.85
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	5,747.54			5,747.54
178	Glass	256 Victoria St W , Alliston , ON L9R 1L9.		24,588.62		24,588.62
179	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.				-
183	Release 20 Boutique Offices (140 Frames)					-
184	Aluminum Extrusions					-
	Gaskets					-
	Miscellaneous (Fasteners, Sheets, Silicone)					-
185	Glass					-
186	Manufacture					-
190	Release 30 Skystreet (26 Frames)					-
191	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	49,812.02			49,812.02
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	8,302.00			8,302.00
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	24,906.01			24,906.01
192	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	106,550.70			106,550.70
193	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	49,752.52			49,752.52
197	Release 35 L11 Tower Entrance (23 Frames)					-
198	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	44,064.47			44,064.47
	Gaskets	210 Great Gulf Drive Concord, Ontario.	7,344.08			7,344.08
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	22,032.24			22,032.24
199	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	94,256.39			94,256.39
200	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	44,011.84			44,011.84
						-

204	Release 40 Restaurant (60 Frames)							-
205	Aluminum Extrusions							-
	Gaskets							-
	Miscellaneous (Fasteners, Sheets, Silicone)							-
206	Glass							-
207	Manufacture							-
								-
211	Release 45 Residential Walkway (40 Frames)							-
212	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.		76,633.87				76,633.87
	Gaskets	210 Great Gulf Drive Concord, Ontario.		12,772.31				12,772.31
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario		38,316.94				38,316.94
213	Glass	256 Victoria St W , Alliston , ON L9R 1L9.					-	-
214	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.						-
								-
218	Parking Level 3							-
219	Aluminum Extrusions							-
	Gaskets							-
	Miscellaneous (Fasteners, Sheets, Silicone)							-
220	Glass							-
221	Manufacture							-
								-
225	Level 9 & 10 Double Height (78 frames)							-
226	Aluminum Extrusions							-
	Gaskets							-
	Miscellaneous (Fasteners, Sheets, Silicone)							-
227	Glass							-
228	Manufacture							-
								-
232	Level 10 (revised to roll into lines 225-231)							-
233	Aluminum Extrusions							-
	Gaskets							-
	Miscellaneous (Fasteners, Sheets, Silicone)							-
234	Glass							-
235	Manufacture							-
								-
239	Level 11							-
240	Aluminum Extrusions							-
	Gaskets							-
	Miscellaneous (Fasteners, Sheets, Silicone)							-
241	Glass							-
242	Manufacture							-
								-
246	Level 12							-
247	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.		6,018.42				6,018.42
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.		1,003.07				1,003.07
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.		3,009.21				3,009.21
248	Glass	256 Victoria St W , Alliston , ON L9R 1L9.		12,987.21				12,987.21

249	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	5,850.80		5,850.80
					-
253	Level 13				-
254	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08		1,649.08
255	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11		7,117.11
256	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30		3,206.30
					-
260	Level 14				-
261	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08		1,649.08
262	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11		7,117.11
263	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30		3,206.30
					-
267	Level 15				-
268	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08		1,649.08
269	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11		7,117.11
270	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30		3,206.30
					-
274	Level 16				-
275	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08		1,649.08
276	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11		7,117.11
277	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30		3,206.30
					-
281	Level 17				-
282	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08		1,649.08
283	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11		7,117.11
284	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30		3,206.30
					-
288	Level 18				-
289	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08		1,649.08
290	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11		7,117.11
291	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30		3,206.30
					-
295	Level 19				-
296	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08		1,649.08
297	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11		7,117.11
298	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30		3,206.30
					-

302	Level 20					-
303	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15			3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69			549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08			1,649.08
304	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11			7,117.11
305	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30			3,206.30
						-
309	Level 21					-
310	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15			3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69			549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08			1,649.08
311	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11			7,117.11
312	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30			3,206.30
						-
316	Level 22					-
317	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15			3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69			549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08			1,649.08
318	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11			7,117.11
319	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30			3,206.30
						-
323	Level 23					-
324	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-		1,649.08
325	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-		7,117.11
326	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-		3,206.30
						-
330	Level 24					-
331	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-		1,649.08
332	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-		7,117.11
333	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-		3,206.30
						-
337	Level 25					-
338	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-		1,649.08
339	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-		7,117.11
340	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-		3,206.30
						-
344	Level 26					-
345	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-		1,649.08
346	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-		7,117.11
347	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-		3,206.30
						-
351	Level 27					-
352	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-		3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-		549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-		1,649.08

353	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-	7,117.11
354	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-	3,206.30
					-
358	Level 28				-
359	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-	3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-	549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-	1,649.08
360	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-	7,117.11
361	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-	3,206.30
					-
365	Level 29				-
366	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-	3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-	549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-	1,649.08
367	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-	7,117.11
368	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-	3,206.30
					-
372	Level 30				-
373	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-	3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-	549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-	1,649.08
374	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-	7,117.11
375	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-	3,206.30
					-
379	Level 31				-
380	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-	3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-	549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-	1,649.08
381	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-	7,117.11
382	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-	3,206.30
					-
386	Level 32				-
387	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-	3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-	549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-	1,649.08
388	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-	7,117.11
389	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-	3,206.30
					-
393	Level 33				-
394	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-	3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-	549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-	1,649.08
395	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-	7,117.11
396	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-	3,206.30
					-
400	Level 34				-
401	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	3,298.15	-	3,298.15
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	549.69	-	549.69
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	1,649.08	-	1,649.08
402	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	7,117.11	-	7,117.11
403	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	3,206.30	-	3,206.30
					-
407	Level 35				-

408	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	100,593.60		100,593.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	16,765.60		16,765.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	50,296.80		50,296.80
409	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	217,072.00		217,072.00
410	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	24,448.00	19,558.40	44,006.40
					-
414	Level 36				-
415	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	256 Victoria St W , Alliston , ON L9R 1L9.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	256 Victoria St W , Alliston , ON L9R 1L9.	65,995.80		65,995.80
416	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
417	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.	94,512.00	(37,804.80)	56,707.20
					-
421	Level 37				-
422	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
423	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
424	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
428	Level 38				-
429	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
430	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
431	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
435	Level 39				-
436	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
437	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
438	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
442	Level 40				-
443	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
444	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
445	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
449	Level 41				-
450	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
451	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
452	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
456	Level 42				-
457	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
458	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00

459	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
463	Level 43				-
464	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
465	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
466	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
470	Level 44				-
471	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
472	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
473	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
477	Level 45				-
478	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
479	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
480	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
484	Level 46				-
485	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
486	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
487	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
491	Level 47				-
492	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
493	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
494	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
498	Level 48				-
499	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
500	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
501	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
505	Level 49				-
506	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	131,991.60		131,991.60
	Gaskets	210 Great Gulf Drive Concord, Ontario.	21,998.60		21,998.60
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	65,995.80		65,995.80
507	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	286,459.00		286,459.00
508	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.			-
					-
512	Level 50				-
513	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	125,142.00		125,142.00

	Gaskets	210 Great Gulf Drive Concord, Ontario.	20,857.00			20,857.00
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	62,571.00			62,571.00
514	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	280,794.00			280,794.00
515	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.				-
						-
519	Level 51					-
520	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	125,142.00			125,142.00
	Gaskets	210 Great Gulf Drive Concord, Ontario.	20,857.00			20,857.00
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	62,571.00			62,571.00
521	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	264,792.00			264,792.00
522	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.				-
						-
526	Level 52					-
527	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	125,142.00			125,142.00
	Gaskets	210 Great Gulf Drive Concord, Ontario.	20,857.00			20,857.00
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	62,571.00			62,571.00
528	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	264,792.00			264,792.00
529	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.				-
						-
533	Level 53 Mech. Penthouse					-
534	Aluminum Extrusions	256 Victoria St W , Alliston , ON L9R 1L9.	125,142.00			125,142.00
	Gaskets	210 Great Gulf Drive Concord, Ontario.	20,857.00			20,857.00
	Miscellaneous (Fasteners, Sheets, Silicone)	210 Great Gulf Drive Concord, Ontario	62,571.00			62,571.00
535	Glass	256 Victoria St W , Alliston , ON L9R 1L9.	280,794.00			280,794.00
536	Manufacture	256 Victoria St W , Alliston , ON L9R 1L9.				-
						-
549	VENTS					-
550	Design, Manufacture & Supply	256 Victoria St W , Alliston , ON L9R 1L9.	697,717.30			697,717.30
551	Installation	256 Victoria St W , Alliston , ON L9R 1L9.		4,214.00		4,214.00
						-
556	Podium Aluminum Single Doors	10 Wheeling Ave, Woburn, MA 01801	10,000.00	23,245.60		33,245.60
						-
558	Podium Aluminum Pair Doors	10 Wheeling Ave, Woburn, MA 01801	10,000.00			10,000.00
						-
560	Pair SS Doors	10 Wheeling Ave, Woburn, MA 01801	7,500.00			7,500.00
						-
575	GLASS WIND WALL L36 & L50					-
577	Materials - Steel Shoes	256 Victoria St W , Alliston , ON L9R 1L9.		355,350.00		355,350.00
577	Materials - Windwall Glass	TVITEC, Spain		968,604.00		968,604.00
						-
SCO 018	SS Grating and Pans for Three Revolving Doors	IRD Group, Inc. : 2138 N 6th Avenue, Evansville, IN 47710		145,243.35		145,243.35
						-
			\$ 11,598,895.84	\$ 1,556,274.52	\$ 25,997.60	\$ 13,129,172.77

BILL OF SALE AGREEMENT

Antamex seller, of **210 Great Gulf Drive, Concord, Ontario, Canada L4K 5W1**, in consideration of **ONE MILLION FIVE HUNDRED FIFTY TWO THOUSAND AND SIXTY DOLLARS AND FIFTY TWO CENTS (1,552,060.52 USD)** paid me by **South Station Phase I Owner, LLC**, buyer, of Boston South Station – Phase I in Suffolk county in the state of Massachusetts, receipt of which is hereby acknowledged, do grant, sell, transfer and deliver to buyer the following goods:

Completed Frames for the Level 35 for use at the Boston South Station Phase I project located in Boston, MA

692 SOUTH STATION FRAME STATUS LIST FLOOR 35 - FEBRUARY 2024					
Shipping List Item ID	Quantity Required	Completed Frames Billed Previously	Completed Frames Billed this Period	Frame Number	Floor
2382237	24	24	0	692-F7000	35
2382238	10	0	10	692-F7001	35
2382239	3	3	0	692-F7002	35
2382240	6	0	6	692-F7003	35
2382241	1	0	0	692-F7004	35
2382242	1	0	0	692-F7005	35
2382243	2	0	0	692-F7007	35
2382244	1	0	0	692-F7008	35
2382245	1	0	0	692-F7012	35
2382246	1	0	0	692-F7013	35
2382247	1	0	0	692-F7015	35
2382248	1	0	0	692-F7016	35
2382249	4	0	0	692-F7017	35
2382250	2	0	0	692-F7018	35
2382251	12	12	0	692-F7100	35
2382252	4	0	4	692-F7101	35
2382253	1	0	0	692-F7102	35
2382254	3	0	3	692-F7103	35
2382255	1	0	0	692-F7104	35
2382256	1	0	0	692-F7105	35
2382257	1	0	0	692-F7113	35
2382258	1	0	0	692-F7114	35
2382259	1	0	0	692-F7115	35
2382260	1	0	0	692-F7116	35
2382261	1	0	0	692-F7117	35
2382262	1	0	0	692-F7118	35
2382263	1	0	0	692-F7119	35
2382264	1	0	0	692-F7126	35
2382265	1	0	0	692-F7127	35
2382266	1	0	0	692-F7128	35
2382267	1	0	0	692-F7129	35
2382268	1	0	0	692-F7130	35
2382269	1	0	0	692-F7131	35
2382270	1	0	0	692-F7132	35
2382271	1	0	0	692-F7137	35
2382272	1	0	0	692-F7138	35
2382273	4	0	4	692-F7600	35
2382274	1	0	0	692-F7601	35
2382275	1	0	0	692-F7602	35
2382276	4	0	4	692-F7603	35
2382277	1	0	0	692-F7604	35
2382278	1	0	0	692-F7605	35
2382279	1	0	0	692-F7608	35
2382280	1	0	0	692-F7609	35
2382281	1	0	0	692-F7610	35
2382282	1	0	0	692-F7611	35
2382283	1	0	0	692-F7612	35
2382284	1	0	0	692-F7613	35
2382285	1	0	0	692-F7620	35
2382286	1	0	0	692-F7621	35
2382287	1	0	0	692-F7622	35
2382288	1	0	0	692-F7623	35
2382289	1	0	0	692-F7624	35
2382290	2	0	0	692-F7625	35
2382291	1	0	0	692-F7626	35
2382292	1	0	0	692-F7627	35
2382293	1	0	0	692-F7628	35
2382294	1	0	0	692-F7629	35
2382295	1	0	0	692-F7630	35
2382296	4	0	0	692-F7700	35
2382297	1	0	0	692-F7701	35
2382298	2	0	0	692-F7702	35
2382299	3	0	0	692-F7703	35
2382300	1	0	0	692-F7704	35
2382301	1	0	0	692-F7705	35
2382302	1	0	0	692-F7708	35
2382303	1	0	0	692-F7709	35
2382304	1	0	0	692-F7710	35
2382305	1	0	0	692-F7711	35
2382306	1	0	0	692-F7712	35
2382307	1	0	0	692-F7713	35
2382308	1	0	0	692-F7720	35
2382309	1	0	0	692-F7721	35
2382310	1	0	0	692-F7722	35
2382311	1	0	0	692-F7723	35
2382312	1	0	0	692-F7724	35
2382313	2	0	0	692-F7725	35
2382314	1	0	0	692-F7726	35
2382315	1	0	0	692-F7727	35
2382316	1	0	0	692-F7728	35
2382317	1	0	0	692-F7729	35
2382318	1	0	0	692-F7730	35
TOTAL	156	39	31		

Seller transfers and conveys to Buyer Title to the above listed material presently stored at the designated storage area (s) at **256 Victoria St W, Alliston, Ontario, Canada, L9R 1L9**

Completed Frames for the Level 36 for use at the Boston South Station Phase I project located in Boston, MA

692 SOUTH STATION FRAME STATUS LIST FLOOR 36 - FEBRUARY 2024

ShippingListItemID	QuantityRequired	Completed Frames Billed Previously	Completed Frames Billed this Period	Frame Number	Floor
2382319	5	5	-5	692-F7401	36
2382320	20	20	0	692-F7402	36
2382321	5	5	-5	692-F7403	36
2382322	3	3	-3	692-F7404	36
2382323	1	0	0	692-F7406	36
2382324	1	0	0	692-F7407	36
2382325	1	0	0	692-F7408	36
2382326	1	1	-1	692-F7409	36
2382327	1	1	-1	692-F7410	36
2382328	1	1	-1	692-F7411	36
2382329	1	1	-1	692-F7412	36
2382330	2	2	-2	692-F7413	36
2382331	1	1	-1	692-F7414	36
2382332	1	1	-1	692-F7415	36
2382333	1	1	-1	692-F7417	36
2382334	1	1	0	692-F7418	36
2382335	2	2	0	692-F7419	36
2382336	6	6	0	692-F7420	36
2382337	1	1	0	692-F7421	36
2382338	3	3	0	692-F7422	36
2382339	2	2	0	692-F7423	36
2382340	1	1	0	692-F7426	36
2382341	2	2	0	692-F7427	36
2382342	7	7	0	692-F7428	36
2382343	1	0	0	692-F7430	36
2382344	1	1	0	692-F7431	36
2382345	1	1	0	692-F7434	36
2382346	1	0	0	692-F7435	36
2382347	1	0	0	692-F7436	36
2382348	1	1	0	692-F7437	36
2382349	1	1	0	692-F7438	36
2382350	1	1	0	692-F7439	36
2382351	1	1	0	692-F7440	36
2382352	1	1	0	692-F7441	36
2382353	1	0	0	692-F7442	36
2382354	1	1	0	692-F7443	36
2382355	1	1	0	692-F7444	36
2382356	1	1	-1	692-F7445	36
2382357	1	1	-1	692-F7446	36
2382358	1	1	-1	692-F7447	36
2382359	1	0	0	692-F7448	36
2382360	1	0	0	692-F7449	36
2382361	1	0	0	692-F7450	36
2382362	1	0	0	692-F7451	36
2382363	1	0	0	692-F7452	36
2382364	1	0	0	692-F7453	36
2382365	1	0	0	692-F7454	36
2382366	1	0	0	692-F7455	36
2382367	1	0	0	692-F7456	36
2382368	1	0	0	692-F7457	36
2382369	1	0	0	692-F7458	36
2382370	5	5	-5	692-F7459	36
2382371	1	0	0	692-F7461	36
2382372	1	0	0	692-F7462	36
2382373	1	0	0	692-F7463	36
2382374	1	0	0	692-F7464	36
2382375	1	0	0	692-F7465	36
2382376	1	0	0	692-F7466	36
2382377	6	6	-6	692-F7470	36
2382378	2	0	0	692-F7471	36
2382379	2	0	0	692-F7472	36
2382380	1	0	0	692-F7473	36
2382381	1	0	0	692-F7474	36
TOTAL	120	90	-36		

Seller transfers and conveys to Buyer Title to the above listed material presently stored at the designated storage area (s) at **256 Victoria St W, Alliston, Ontario, Canada, L9R 1L9**

Three Type D1 Shuttle Lobby Entrances (Doors #1, 4 & 385) for use at the Boston South Station Phase I project located in Boston, MA

Seller transfers and conveys to Buyer Title to the above listed material presently stored at the designated storage area (s) at **Metro Glass & Metal LCC, 10 Wheeling Avenue, Woburn, MA 01801**

Steel Shoe Brackets for the L36 Terrace Perimeter Windwall, Areaways Windwall & L50 Windwalls.

P.O. # 692350	Type Multiple Re	
DETAILS OF ORDER: -----	Cost Item -----	Qty ---
R075 (L36)		
Z1056A, HOT DIP GALV.	000	80
Z1059A, HOT DIP GALV.	000	1
Z1064A, HOT DIP GALV.	000	1
Z1069A, HOT DIP GALV.	000	1
Z1074A, HOT DIP GALV.	000	1
Z1079A, HOT DIP GALV.	000	1
Z1080A, HOT DIP GALV.	000	1
Z1081A, HOT DIP GALV.	000	1
Z1082A, HOT DIP GALV.	000	1
R095 (L36)		
Z1212A, HOT DIP GALV.	000	2
Z1213A, HOT DIP GALV.	000	2
Z1214A, HOT DIP GALV.	000	2
Z1215A, HOT DIP GALV.	000	3
Z1216, HOT DIP GALV.	000	3
Z1085A, HOT DIP GALV.	000	86
Z1088A, HOT DIP GALV.	000	1
Z1093A, HOT DIP GALV.	000	1
Z1098A, HOT DIP GALV.	000	1
Z1203A, HOT DIP GALV.	000	1
Z1208A, HOT DIP GALV.	000	1
Z1209A, HOT DIP GALV.	000	1
Z1210A, HOT DIP GALV.	000	1
Z1211A, HOT DIP GALV.	000	1

Seller transfers and conveys to Buyer Title to the above listed material presently stored at the designated storage area (s) at **256 Victoria St W, Alliston, Ontario, Canada, L9R 1L9**

Glass for the Shuttle Lobby & Residential Entrance (Release 10) ordered under PO # 692-583 for use at the Boston South Station Phase I project located in Boston, MA

P.O. # 692583

Type Multiple

DETAILS OF ORDER:

Cost Item

Qty

=====

692-BOSTON SOUTH STATION (GLASS
REQUIREMENTS for MTO-010)
LEVEL

2429 x 6758	:	692-GL5C-1001	o/si	000		3
2429 x 4150	:	692-GL5C-1002		000		6
667 x 2589	:	692-GL5C-1003		000		6
2415 x 6758	:	692-GL5CR-1001		000		1
2432 x 6347	:	692-GL5CF-1001		000		1
2432 x 6552	:	692-GL5CF-1002		000		1
2432 x 6758	:	692-GL5CFR-1001		000		1
460 x 2757	:	692-GL5E-1001	R	000		2
1026 x 2757	:	692-GL5E-1002	R	000		2
460 x 2665	:	692-GL5S-1001	R	000		2
460 x 897	:	692-GL5S-1002	R	000		2
1026 x 891	:	692-GL5S-1003	R	000		2
540 x 2665	:	692-GL100-1001		000		2
540 x 1843	:	692-GL100-1002		000		2
991 x 1838	:	692-GL100-1003		000		2
483 x 2665	:	GL100-1004	R	000		2
483 x 1843	:	GL100-1005	R	000		2
1048 x 1838	:	GL100-1006	R	000		2

Seller transfers and conveys to Buyer Title to the above listed material presently stored at the designated storage area (s) at **256 Victoria St W, Alliston, Ontario, Canada, L9R 1L9**

Glass for the L36 Terrace Perimeter & Areaways Windwalls ordered under PO # 692-585 & 692-589 for use at the Boston South Station Phase I project located in Boston, MA

P.O. # 692585

	Type	Multiple	Re
DETAILS OF ORDER:			
=====	Cost	Item	Qty
=====	-----	---	---
692-BOSTON SOUTH STATION (GLASS REQUIREMENTS for MTO-075) LEVEL 36			
1397 x 2546	:	692-GL11-1001	000 84
1172 x 2546	:	692-GL11-1002	000 2
1467 x 2546	:	692-GL11-1003	000 2
1651 x 2546	:	692-GL11-1004	000 2
1384 x 2546	:	692-GL11-1005	000 2
1387 x 2546	:	692-GL11-1006	000 2
1419 x 2546	:	692-GL11-1007	000 2
1137 x 2546	:	692-GL11-1008	000 2
699 x 2546	:	692-GL11-1009	000 2
1219 x 2546	:	692-GL11-1010	000 2

P.O. # 692589

	Type	Multiple	R
DETAILS OF ORDER:			
=====	Cost	Item	Qty
=====	-----	---	---
692-BOSTON SOUTH STATION (GLASS REQUIREMENTS for MTO-095) LEVEL			
1489 x 2623	:	692-GL11F-1001	000 6
1603 x 2623	:	692-GL11F-1002	000 4
1448 x 2623	:	692-GL11F-1003	000 3
1178 x 2623	:	692-GL11F-1004	000 3

Seller transfers and conveys to Buyer Title to the above listed material presently stored at the designated storage area (s) at
POLIGONO INDUSTRIAL ERAL 41 POLIGONO 5 E-25617 LA SENTIU DE SIO- LLEIDA, SPAIN

SS Grating and pans for three revolving doors for use at the Boston South Station Phase I project located in Boston, MA

Seller transfers and conveys to Buyer Title to the above listed material presently stored at the designated storage area (s) at **IRD Group, Inc. : 2138 N 6th Avenue, Evansville, IN 47710**

Level 36 Vents installed into Level 36 Frames for use at the Boston South Station Phase I project located in Boston, MA

Part Number	Description	DLO HEIGHT	DLO WIDTH	GLASS HEIGHT	GLASS WIDTH	HEIGHT CENTERLINE	WIDTH CENTERLINE	Total	L.36
VENT-001	OPERABLE VENT	66	22	67.875	24	69.5	26	442	
VENT-002	OPERABLE VENT	69.8125	22	71.6875	24	73.3125	26	11	11
VENT-003	OPERABLE VENT	20.5	47.875	23	49.875	26	51.875	16	1
VENT-004	OPERABLE VENT	20.5	57.75	23	60.25	26	62.25	30	
VENT-005	OPERABLE VENT	20.5	46.5	23	48.5	26	50.5	9	
VENT-006	OPERABLE VENT	20.5	46.75	23	48.75	26	50.75	2	
VENT-007	OPERABLE VENT	20.5	47.5	23	49.5	26	51.5	4	
VENT-008	OPERABLE VENT	20.5	48.375	23	50.375	26	52.375	2	2

Seller transfers and conveys to Buyer Title to the above listed material presently stored at the designated storage area (s) at

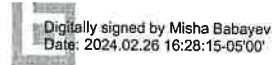
256 Victoria St W, Alliston, Ontario, Canada, L9R 1L9

Seller is the lawful owner of the goods and the goods are free from all encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

Therefore, upon receipt of the above sum, Seller waives all of its statutory lien rights regarding the above-mentioned material. The storage, protection, and ultimate installation of this material remain the responsibility of the Seller and a stored material insurance certificate is attached.

Further, in witness whereof, seller has executed this bill of sale and the undersigned has set his hand this **26th day of February, 2024.**

SELLER: _____



Misha Babayev – Jr. Project Manager

State of: _____

County of: _____

This certify that _____ personally known to me to be the same person whose name subscribed to the foregoing Bill of Sale appeared before me, _____, a notary public, this 26th day of February, 2024, and expressly acknowledged to me that the execution of said foregoing Bill of Sale this free and voluntary act.

Notary Public, Province of Ontario
Notary for Anamex Industries ULC.

October 16, 2026
(Notary's signature & stamp)

TRANSFER OF TITLE TO OWNER

Antamex, having a principal place of business transfers and conveys to South Station Phase I Owner, LLC Title to the following material delivered and stored at the designated storage area (s) at:

256 Victoria St W, Alliston, Ontario, Canada, L9R 1L9

Completed Frames for the Level 35 for use at the Boston South Station Phase I project located in Boston, MA

692 SOUTH STATION FRAME STATUS LIST FLOOR 35 - FEBRUARY 2024					
ShippingListItemID	QuantityRequired	Completed Frames Billed Previously	Completed Frames Billed this Period	Frame Number	Floor
2382237	24	24	0	692-F7000	35
2382238	10	0	10	692-F7001	35
2382239	3	3	0	692-F7002	35
2382240	6	0	6	692-F7003	35
2382241	1	0	0	692-F7004	35
2382242	1	0	0	692-F7005	35
2382243	2	0	0	692-F7007	35
2382244	1	0	0	692-F7008	35
2382245	1	0	0	692-F7012	35
2382246	1	0	0	692-F7013	35
2382247	1	0	0	692-F7015	35
2382248	1	0	0	692-F7016	35
2382249	4	0	0	692-F7017	35
2382250	2	0	0	692-F7018	35
2382251	12	12	0	692-F7100	35
2382252	4	0	4	692-F7101	35
2382253	1	0	0	692-F7102	35
2382254	3	0	3	692-F7103	35
2382255	1	0	0	692-F7104	35
2382256	1	0	0	692-F7105	35
2382257	1	0	0	692-F7113	35
2382258	1	0	0	692-F7114	35
2382259	1	0	0	692-F7115	35
2382260	1	0	0	692-F7116	35
2382261	1	0	0	692-F7117	35
2382262	1	0	0	692-F7118	35
2382263	1	0	0	692-F7119	35
2382264	1	0	0	692-F7126	35
2382265	1	0	0	692-F7127	35
2382266	1	0	0	692-F7128	35
2382267	1	0	0	692-F7129	35
2382268	1	0	0	692-F7130	35
2382269	1	0	0	692-F7131	35
2382270	1	0	0	692-F7132	35
2382271	1	0	0	692-F7137	35
2382272	1	0	0	692-F7138	35
2382273	4	0	4	692-F7600	35
2382274	1	0	0	692-F7601	35
2382275	1	0	0	692-F7602	35
2382276	4	0	4	692-F7603	35
2382277	1	0	0	692-F7604	35
2382278	1	0	0	692-F7605	35
2382279	1	0	0	692-F7608	35
2382280	1	0	0	692-F7609	35
2382281	1	0	0	692-F7610	35
2382282	1	0	0	692-F7611	35
2382283	1	0	0	692-F7612	35
2382284	1	0	0	692-F7613	35
2382285	1	0	0	692-F7620	35
2382286	1	0	0	692-F7621	35
2382287	1	0	0	692-F7622	35
2382288	1	0	0	692-F7623	35
2382289	1	0	0	692-F7624	35
2382290	2	0	0	692-F7625	35
2382291	1	0	0	692-F7626	35
2382292	1	0	0	692-F7627	35
2382293	1	0	0	692-F7628	35
2382294	1	0	0	692-F7629	35
2382295	1	0	0	692-F7630	35
2382296	4	0	0	692-F7700	35
2382297	1	0	0	692-F7701	35
2382298	2	0	0	692-F7702	35
2382299	3	0	0	692-F7703	35
2382300	1	0	0	692-F7704	35
2382301	1	0	0	692-F7705	35
2382302	1	0	0	692-F7708	35
2382303	1	0	0	692-F7709	35
2382304	1	0	0	692-F7710	35
2382305	1	0	0	692-F7711	35
2382306	1	0	0	692-F7712	35
2382307	1	0	0	692-F7713	35
2382308	1	0	0	692-F7720	35
2382309	1	0	0	692-F7721	35
2382310	1	0	0	692-F7722	35
2382311	1	0	0	692-F7723	35
2382312	1	0	0	692-F7724	35
2382313	2	0	0	692-F7725	35
2382314	1	0	0	692-F7726	35
2382315	1	0	0	692-F7727	35
2382316	1	0	0	692-F7728	35
2382317	1	0	0	692-F7729	35
2382318	1	0	0	692-F7730	35
TOTAL	156	39	31		

Completed Frames for the Level 36 for use at the Boston South Station Phase I project located in Boston, MA

692 SOUTH STATION FRAME STATUS LIST FLOOR 36 - FEBRUARY 2024					
ShippingListItemID	QuantityRequired	Completed Frames Billed Previously	Completed Frames Billed this Period	Frame Number	Floor
2382319	5	5	-5	692-F7401	36
2382320	20	20	0	692-F7402	36
2382321	5	5	-5	692-F7403	36
2382322	3	3	-3	692-F7404	36
2382323	1	0	0	692-F7406	36
2382324	1	0	0	692-F7407	36
2382325	1	0	0	692-F7408	36
2382326	1	1	-1	692-F7409	36
2382327	1	1	-1	692-F7410	36
2382328	1	1	-1	692-F7411	36
2382329	1	1	-1	692-F7412	36
2382330	2	2	-2	692-F7413	36
2382331	1	1	-1	692-F7414	36
2382332	1	1	-1	692-F7415	36
2382333	1	1	-1	692-F7417	36
2382334	1	1	0	692-F7418	36
2382335	2	2	0	692-F7419	36
2382336	6	6	0	692-F7420	36
2382337	1	1	0	692-F7421	36
2382338	3	3	0	692-F7422	36
2382339	2	2	0	692-F7423	36
2382340	1	1	0	692-F7426	36
2382341	2	2	0	692-F7427	36
2382342	7	7	0	692-F7428	36
2382343	1	0	0	692-F7430	36
2382344	1	1	0	692-F7431	36
2382345	1	1	0	692-F7434	36
2382346	1	0	0	692-F7435	36
2382347	1	0	0	692-F7436	36
2382348	1	1	0	692-F7437	36
2382349	1	1	0	692-F7438	36
2382350	1	1	0	692-F7439	36
2382351	1	1	0	692-F7440	36
2382352	1	1	0	692-F7441	36
2382353	1	0	0	692-F7442	36
2382354	1	1	0	692-F7443	36
2382355	1	1	0	692-F7444	36
2382356	1	1	-1	692-F7445	36
2382357	1	1	-1	692-F7446	36
2382358	1	1	-1	692-F7447	36
2382359	1	0	0	692-F7448	36
2382360	1	0	0	692-F7449	36
2382361	1	0	0	692-F7450	36
2382362	1	0	0	692-F7451	36
2382363	1	0	0	692-F7452	36
2382364	1	0	0	692-F7453	36
2382365	1	0	0	692-F7454	36
2382366	1	0	0	692-F7455	36
2382367	1	0	0	692-F7456	36
2382368	1	0	0	692-F7457	36
2382369	1	0	0	692-F7458	36
2382370	5	5	-5	692-F7459	36
2382371	1	0	0	692-F7461	36
2382372	1	0	0	692-F7462	36
2382373	1	0	0	692-F7463	36
2382374	1	0	0	692-F7464	36
2382375	1	0	0	692-F7465	36
2382376	1	0	0	692-F7466	36
2382377	6	6	-6	692-F7470	36
2382378	2	0	0	692-F7471	36
2382379	2	0	0	692-F7472	36
2382380	1	0	0	692-F7473	36
2382381	1	0	0	692-F7474	36
TOTAL	120	90	-36		

Steel Shoe Brackets for the L36 Terrace Perimeter Windwall, Areaways Windwall & L50 Windwalls.

P.O. # 692350	Type Multiple R
DETAILS OF ORDER:	Cost Item Qty
-----	-----
R075 (L36)	
Z1056A, HOT DIP GALV.	000 80
Z1059A, HOT DIP GALV.	000 1
Z1064A, HOT DIP GALV.	000 1
Z1069A, HOT DIP GALV.	000 1
Z1074A, HOT DIP GALV.	000 1
Z1079A, HOT DIP GALV.	000 1
Z1080A, HOT DIP GALV.	000 1
Z1081A, HOT DIP GALV.	000 1
Z1082A, HOT DIP GALV.	000 1
R095 (L36)	
Z1212A, HOT DIP GALV.	000 2
Z1213A, HOT DIP GALV.	000 2
Z1214A, HOT DIP GALV.	000 2
Z1215A, HOT DIP GALV.	000 3
Z1216, HOT DIP GALV.	000 3
Z1085A, HOT DIP GALV.	000 86
Z1088A, HOT DIP GALV.	000 1
Z1093A, HOT DIP GALV.	000 1
Z1098A, HOT DIP GALV.	000 1
Z1203A, HOT DIP GALV.	000 1
Z1208A, HOT DIP GALV.	000 1
Z1209A, HOT DIP GALV.	000 1
Z1210A, HOT DIP GALV.	000 1
Z1211A, HOT DIP GALV.	000 1

Level 36 Vents installed into Level 36 Frames for use at the Boston South Station Phase I project located in Boston, MA

Part Number	Description	DLO HEIGHT	DLO WIDTH	GLASS HEIGHT	GLASS WIDTH	HEIGHT CENTERLINE	WIDTH CENTERLINE	Total	L.36
VENT-001	OPERABLE VENT	66	22	67.875	24	69.5	26	442	
VENT-002	OPERABLE VENT	69.8125	22	71.6875	24	73.3125	26	11	11
VENT-003	OPERABLE VENT	20.5	47.875	23	49.875	26	51.875	16	1
VENT-004	OPERABLE VENT	20.5	57.75	23	60.25	26	62.25	30	
VENT-005	OPERABLE VENT	20.5	46.5	23	48.5	26	50.5	9	
VENT-006	OPERABLE VENT	20.5	46.75	23	48.75	26	50.75	2	
VENT-007	OPERABLE VENT	20.5	47.5	23	49.5	26	51.5	4	
VENT-008	OPERABLE VENT	20.5	48.375	23	50.375	26	52.375	2	2

Glass for the Shuttle Lobby & Residential Entrance (Release 10) ordered under PO # 692-583 for use at the Boston South Station Phase I project located in Boston, MA

P.O. # 692583 Type Multiple

DETAILS OF ORDER: Cost Item Qty
 =====

692-BOSTON SOUTH STATION (GLASS
 REQUIREMENTS for MTO-010)
 LEVEL

2429 x 6758	:	692-GL5C-1001 o/si	000		3
2429 x 4150	:	692-GL5C-1002	000		6
667 x 2589	:	692-GL5C-1003	000		6
2415 x 6758	:	692-GL5CR-1001	000		1
2432 x 6347	:	692-GL5CF-1001	000		1
2432 x 6552	:	692-GL5CF-1002	000		1
2432 x 6758	:	692-GL5CFR-1001	000		1
460 x 2757	:	692-GL5E-1001 R	000		2
1026 x 2757	:	692-GL5E-1002 R	000		2
460 x 2665	:	692-GL5S-1001 R	000		2
460 x 897	:	692-GL5S-1002 R	000		2
1026 x 891	:	692-GL5S-1003 R	000		2
540 x 2665	:	692-GL100-1001	000		2
540 x 1843	:	692-GL100-1002	000		2
991 x 1838	:	692-GL100-1003	000		2
483 x 2665	:	GL100-1004 R	000		2
483 x 1843	:	GL100-1005 R	000		2
1048 x 1838	:	GL100-1006 R	000		2

Antamex, having a principal place of business transfers and conveys to South Station Phase I Owner, LLC Title to the following material delivered and stored at the designated storage area (s) at:

Metro Glass & Metal LCC, 10 Wheeling Avenue, Woburn, MA 01801

Three Type D1 Shuttle Lobby Entrances (Doors #1, 4 & 385) for use at the Boston South Station Phase I project located in Boston, MA

Antamex, having a principal place of business transfers and conveys to South Station Phase I Owner, LLC Title to the following material delivered and stored at the designated storage area (s) at:

POLIGONO INDUSTRIAL ERAL 41 POLIGONO 5 E-25617 LA SENTIU DE SIO- LLEIDA, SPAIN

Glass for the L36 Terrace Perimeter & Areaways Windwalls ordered under PO # 692-585 & 692-589 for use at the Boston South Station Phase I project located in Boston, MA

P.O. # 692585		Type	Multiple	Re
DETAILS OF ORDER:		Cost Item	Qty	
=====		-----	---	
692-BOSTON SOUTH STATION (GLASS REQUIREMENTS for MTO-075) LEVEL 36				
1397 x 2546	:	692-GL11-1001	000	84
1172 x 2546	:	692-GL11-1002	000	2
1467 x 2546	:	692-GL11-1003	000	2
1651 x 2546	:	692-GL11-1004	000	2
1384 x 2546	:	692-GL11-1005	000	2
1387 x 2546	:	692-GL11-1006	000	2
1419 x 2546	:	692-GL11-1007	000	2
1137 x 2546	:	692-GL11-1008	000	2
699 x 2546	:	692-GL11-1009	000	2
1219 x 2546	:	692-GL11-1010	000	2

P.O. # 692589		Type	Multiple	R
DETAILS OF ORDER:		Cost Item	Qty	
=====		-----	---	
692-BOSTON SOUTH STATION (GLASS REQUIREMENTS for MTO-095) LEVEL				
1489 x 2623	:	692-GL11F-1001	000	6
1603 x 2623	:	692-GL11F-1002	000	4
1448 x 2623	:	692-GL11F-1003	000	3
1178 x 2623	:	692-GL11F-1004	000	3

Antamex, having a principal place of business transfers and conveys to South Station Phase I Owner, LLC Title to the following material delivered and stored at the designated storage area (s) at:

IRD Group, Inc. : 2138 N 6th Avenue, Evansville, IN 47710

SS Grating and pans for three revolving doors for use at the Boston South Station Phase I project located in Boston, MA

Upon receipt of **ONE MILLION FIVE HUNDRED FIFTY TWO THOUSAND AND SIXTY DOLLARS AND FIFTY TWO CENTS (1,552,060.52 USD)**,

This amount is indicated on our Requisition No. (53)

Therefore, upon receipt of the above sum Antamex waives all of its statutory lien rights regarding the above-mentioned material. The storage, protection and ultimate installation of this material remain the responsibility of Antamex a witness whereof, Antamex has caused this instrument to be executed this **26th day of February 2024** by the manager of the company.

By:  

Misha Babayev – Jr. Project Manager

State of: _____

County of: ~~Syed Kaleem Jilano, a~~
Commissioner, etc., Province of Ontario
for Antamex Industries ULC.
Expires October 16, 2026.

Notary Public (Signature & Stamp)



Aon Reed Stenhouse Inc.
 20 Bay Street
 Toronto ON M5J 2N9
 tel 416-868-5500 fax 416-868-5580

Amending Certificate No. : 320010178940

Re: Suffolk Construction Company Inc. - Controlled Insurance Program
 Designated Project Site: South Stations, 700 Atlantic Avenue, Boston, MA 02119

Suffolk Construction Company, Inc.
Attention : Sarah Krantz
65 Allerton Street
Boston, MA 02119
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Antamex Industries ULC
 210 Great Gulf Drive
 Concord, ON L4K 5W1

Coverage

Commercial General Liability	Insurer	Certain Underwriters At Lloyd's	
Policy #	CSINT2303113		
Effective	31-Mar-2023	Expiry	31-Mar-2024
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$2,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		
Automobile Owners Form	Insurer	Aviva Insurance Company of Canada	
Policy #	6741258858		
Effective	31-Mar-2023	Expiry	31-Mar-2024
	Third Party Liability - O.A.P.1 \$2,000,000		
Umbrella Liability	Insurer	Certain Underwriters At Lloyd's	
Policy #	CSINT2302998		
Effective	31-Mar-2023	Expiry	31-Mar-2024
Limits of Liability	Each Occurrence \$3,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		
Property	Insurer	Aviva Insurance Company of Canada	
Policy #	81853056		
Effective	31-Mar-2023	Expiry	31-Mar-2024
Perils Insured	All Risks of Direct Physical Loss or Damage (except as excluded)		

**THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
 OR, IN THE CASE OF AUTOMOBILE INSURANCE,**

**THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE
 THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY**

Terms and / or Additional Coverage

Total value of stored material: 12,015,325.42 USD
In Concord: 1,649,434.56 USD
In Alliston: 10,003,174.12 USD
With Metro @ 10 Wheeling Ave, Woburn, MA 01801: 362,716.74 USD

Property policy includes Installation Floater:
Metro Glass & Metal LLC
Location: 10 Wheeling Avenue, Woburn, MA 01801
Material Storage Value: \$270,028.99 USD

Commercial General Liability and Umbrella Liability policies apply for off-site.
Commercial General Liability policy includes:
\$1,000,000 Personal and Advertising Injury
\$1,000,000 General Aggregate
\$1,000,000 Products and Completed Operations Aggregate
\$5,000 Medical Expenses
\$100,000 Damage to Rented Premises (Tenants Legal Liability)

Waiver of Subrogation in favor of Suffolk Construction Company, Inc., Owner and all other parties for Liability arising out of the operations of the Named Insured where required by written contract or by written agreement.

Schedule of Endorsements

United States of America Jurisdiction
Sanctions Clause, LMA3100
SPF 6 Non-Owned Automobile Extension
SEF 94 Damage to Hired Automobiles Extension
SEF 99 Long Term Leased Vehicle Exclusion
Employee Benefits Extension
Forest Fire Fighting Extension
Pollution Liability Extension, 120 hrs.
Excluding Contractor Rework and Error and Emissions
Service of Suit Clause
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

The Commercial General Liability policy does not contain a Wrap-up Liability Exclusion, Residential Exclusion or any Exclusion for work performed within 50 feet of a railroad.

See attached addendum for additional insured

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium. Suspension of coverage, on any equipment, as described in the Boiler & Machinery policy wording, will suspend all insurance on that equipment, including the addressee's interest. However, the Insurer upon suspension of coverage will endeavour to furnish a copy of the suspension notice to the addressee.

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Ref. No. 320010179997 AMENDED

CERTIFICATE OF INSURANCE

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO Suffolk Construction Company, Inc.. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Dated : 27-February-2024

Aon Reed Stenhouse Inc

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Addendum

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Suffolk Construction Company, Inc., Owner and all other parties, For the work performed by Antamex Industries ULC at South Station, Project #220015. Suffolk Construction Company Inc., South Station Residential Investors LLC, South Station Phase 2 LLC, South Station 2 For Sale LLC, South Station Phase 3 Owner LLC, South Station Phase 1 Office and Garage REIT, Inc. South Station Investors Holdings LLC, Barcliff, LLC, Barcliff Blocker 2A LLC, Barcliff Blocker 2B LLC, Barcliff Blocker 3 LLC, South Station Hines Partners LLC, South Station residential Blockers LLC, Hines South Union Station MM LLC, Hines South Union Station Associates Limited Partnership, DREF IV BSS LLC, DREF IV BSS II LCC, APG Strategic Real Estate Pool LPP U.S. LLC, APG Strategic Real Estate Pool, APD Asset Management US, Inc., APG Asset Management N.V., APG Group N.V., Stichting Penioenfonds ABP, Dune Real Estate Fund IV LP, DREF IV International Fund II LP, Dune Real Estate Fund IV LLC, Dune Real Estate Partners LP, Hines Interests Limited Partnership, Hines Real Estate Holdings Limited Partnership, UOB Holdings LLC, Hines Investment Holdings Limited Partnership, Hines Holdings, Inc., JCH Investments, Inc., Collectively, Massachusetts Bay Transportation Authority, Massachusetts Department of Transportation, The National Railroad Passenger Corporation, Keolis Commuter Services, AAC South Station Property LLC, BOC Summer Street 121A Limited Partnership, Fidelity Real Estate Company LLC, FMR LLC, and their respective officers, members, directors, managers, agents, servants and employees, CIFF Investments LLP, a limited liability partnership incorporated in England and Wales,

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Addendum

Additional Insured

with registered office at 7 Clifford Street, London, W1S 2FT, United Kingdom, and TCI REP International ICAV, and Irish collective asset-management vehicle having registration number C149152 and established as an umbrella fund with segregated liability between subfunds, acting solely in respect of its sub-fund TCI Rep International Fund III, and all other parties as required by Owner where required by written contract or written agreement with respect to Commercial General Liability

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Suffolk Construction Company, Inc., Owner and all other parties, For the work performed by Antamex Industries ULC at South Station, Project #220015. Suffolk Construction Company Inc., South Station Residential Investors LLC, South Station Phase 2 LLC, South Station 2 For Sale LLC, South Station Phase 3 Owner LLC, South Station Phase 1 Office and Garage REIT, Inc. South Station Investors Holdings LLC, Barcliff, LLC, Barcliff Blocker 2A LLC, Barcliff Blocker 2B LLC, Barcliff Blocker 3 LLC, South Station Hines Partners LLC, South Station residential Blockers LLC, Hines South Union Station MM LLC, Hines South Union Station Associates Limited Partnership, DREF IV BSS LLC, DREF IV BSS II LCC, APG Strategic Real Estate Pool LPP U.S. LLC, APG Strategic Real Estate Pool, APD Asset Management US, Inc., APG Asset Management N.V., APG Group N.V., Stichting Penioenfonds ABP, Dune Real Estate Fund IV LP, DREF IV International Fund II LP, Dune Real Estate Fund IV LLC, Dune Real Estate Partners LP, Hines Interests Limited Partnership, Hines Real Estate Holdings Limited Partnership, UOB Holdings LLC, Hines Investment Holdings Limited Partnership, Hines Holdings, Inc., JCH Investments, Inc., Collectively,

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Addendum

Additional Insured

Massachusetts Bay Transportation Authority, Massachusetts Department of Transportation, The National Railroad Passenger Corporation, Keolis Commuter Services, AAC South Station Property LLC, BOC Summer Street 121A Limited Partnership, Fidelity Real Estate Company LLC, FMR LLC, and their respective officers, members, directors, managers, agents, servants and employees, CIFF Investments LLP, a limited liability partnership incorporated in England and Wales, with registered office at 7 Clifford Street, London, W1S 2FT, United Kingdom, and TCI REP International ICAV, and Irish collective asset-management vehicle having registration number C149152 and established as an umbrella fund with segregated liability between subfunds, acting solely in respect of its sub-fund TCI Rep International Fund III, and all other parties as required by Owner where required by written contract or written agreement with respect to Umbrella Liability

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Archer Financial Group, LLC 2603 N. First Avenue Evansville, IN 47710		PHONE (A/C. No. Ext): 812-464-3633	COMPANY Erie Insurance	
FAX (A/C. No.): 812-424-6423	E-MAIL ADDRESS: Lstauber@myarcherins.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: INSURED IRD Group Inc 2138 N 6th Ave. Evansville, IN 47710-2814		LOAN NUMBER	POLICY NUMBER Q61-0068862	
		EFFECTIVE DATE 01/04/2024	EXPIRATION DATE 01/04/2025	<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 2138 N 6th Ave. Evansville, IN 47710-2814	Project: 692 S Station Project Address: 692 S Station, Boston MA
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Stored Material - Special (incl theft) Replacement Cost	\$4,367,500	\$1,000
SS grating and pans Value of \$145,243.35		

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Suffolk Construction Co., Inc. 65 Allerton Street Boston, MA 02119 Email: skrantz@suffolk.com	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE	<input checked="" type="checkbox"/> Lender Loss Payee	
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Linda Stauber</i>			

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Archer Insurance		NAMED INSURED	
POLICY NUMBER Q61-0068862		IRD GROUP INC	
CARRIER Erie Insurance Company	NAIC CODE	2138 N 6TH AVE	
		Evansville, IN 47710-2814	
		EFFECTIVE DATE: 01/04/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

For the work performed by (name of sub) at South Station, Project #220015. Suffolk Construction Company Inc., South Station Residential Investors LLC, South Station Phase 2 LLC, South Station 2 For Sale LLC, South Station Phase 3 Owner LLC, South Station Phase 1 Office and Garage REIT, Inc. South Station Investors Holdings LLC, Barcliff, LLC, Barcliff Blocker 2A LLC, Barcliff Blocker 28 LLC, Barcliff Blocker 3 LLC, South Station Hines Partners LLC, South Station residential Blockers LLC, Hines South Union Station MM LLC, Hines South Union Station Associates Limited Partnership, DREF IV BSS LLC, DREF IV BSS II LCC, APG Strategic Real Estate Pool LPP U.S. LLC, APG Strategic Real Estate Pool, APO Asset Management US, Inc., APG Asset Management N.V., APG Group N.V., Stichting Penioenfonds ABP, Dune Real Estate Fund IV LP, DREF IV International Fund II LP, Dune Real Estate Fund IV LLC, Dune Real Estate Partners LP, Hines Interests Limited Partnership, Hines Real Estate Holdings Limited Partnership, UOB Holdings LLC, Hines Investment Holdings Limited Partnership, Hines Holdings, Inc., JCH Investments, Inc., Collectively, Massachusetts Bay Transportation Authority, Massachusetts Department of Transportation, The National Railroad Passenger Corporation, Keolis Commuter Services, MC South Station Property LLC, BOC Summer Street 121 A Limited Partnership, Fidelity Real Estate Company LLC, FMR LLC, and their respective officers, members, directors, managers, agents, servants and employees, GIFF Investments LLP, a limited liability partnership incorporated in England and Wales, with registered office at 7 Clifford Street, London, W1 S 2FT, United Kingdom, and TCI REP International ICAV, and Irish collective asset-management vehicle having registration number C149152 and established as an umbrella fund with segregated liability between subfunds, acting solely in respect of its sub-fund TCI Rep International Fund 111, and all other parties as required by Owner, are additional insureds on a primary and non-contributory basis on the General Liability, Automobile, and Excess/Umbrella liability policies. A waiver of subrogation in favor of the additional Insured applies to all policies. General Liability coverage applies off-site.

ANTAMEX ASSEMBLY SCHEDULE: 2/27/2024

ID	Task Mode	Task Name	Duration	Start	Finish	March		April			May			June			July			August								
						02-25	03-03	03-10	03-17	03-24	03-31	04-07	04-14	04-21	04-28	05-05	05-12	05-19	05-26	06-02	06-09	06-16	06-23	06-30	07-07	07-14	07-21	07-28
1	🚀	Tower Curtain Wall Assembly																										
2	🚀	Release 50 Level 9 - 13 - Completed																										
3	🚀	Release 60 Level 14 - 34 - Balance - 1 Frame	154 day	Tue 23-08-01	Fri 24-03-01																							
4	🚀	Release 65 Level 35 - Balance- 128 Frames	27 days	Thu 24-02-08	Fri 24-03-15																							
5	🚀	Release 65 Level 36 - Balance - 120 Frames	47 days	Thu 24-01-18	Fri 24-03-22																							
6	🚀	Release 70 - Level 37 - 49 - 1573 Frames	70 days	Mon 24-03-18	Fri 24-06-21																							
7	🚀	Level 37 -121 Frames	10 days	Mon 24-03-18	Fri 24-03-29																							
8	🚀	Level 38 - 121 Frames	7 days	Mon 24-04-01	Tue 24-04-09																							
9	🚀	Level 39 - 121 Frames	7 days	Wed 24-04-10	Thu 24-04-18																							
10	🚀	Level 40 - 121 Frames	6 days	Fri 24-04-19	Fri 24-04-26																							
11	🚀	Level 41 - 121 Frames	6 days	Mon 24-04-29	Mon 24-05-06																							
12	🚀	Level 42- 121 Frames	5 days	Tue 24-05-07	Mon 24-05-13																							
13	🚀	Level 43 - 121 Frames	5 days	Tue 24-05-14	Mon 24-05-20																							
14	🚀	Level 44 - 121 Frames	4 days	Tue 24-05-21	Fri 24-05-24																							
15	🚀	Level 45 - 121 Frames	4 days	Mon 24-05-27	Thu 24-05-30																							
16	🚀	Level 46 - 121 Frames	4 days	Fri 24-05-31	Wed 24-06-05																							
17	🚀	Level 47 - 121 Frames	4 days	Thu 24-06-06	Tue 24-06-11																							
18	🚀	Level 48 - 121 Frames	4 days	Wed 24-06-12	Mon 24-06-17																							
19	🚀	Level 49 - 121 Frames	4 days	Tue 24-06-18	Fri 24-06-21																							
20	🚀	Release 80 - Level 50 - 55 - 599 Frames	40 days	Mon 24-06-17	Fri 24-08-09																							
21	📄																											
22	🚀	Podium Curtain Wall Assembly																										
23	🚀	Release 10 - Shuttle Lobby & Residential Entrance - 19 Frames	10 days	Mon 24-05-20	Fri 24-05-31																							
24	🚀	Release 20 - Boutique Office - Completed																										
25	🚀	Release 30 - Skystreet - Completed																										
26	🚀	Release 40 - Restaurant - Completed																										
27	🚀	Release 35 - Tower Entrance/Green Roof - Completed																										
28	🚀	Release 45 - Residential Walkway - 40 Frames (Site Glazed)	10 days	Mon 24-05-06	Fri 24-05-17																							
29	📄																											
30	🚀	Ship Loose Release Fabrication																										
31	🚀	Release 110 - Anchors and Starter Track for Release 10	10 days	Mon 24-02-19	Fri 24-03-01																							
32	🚀	Release 120 - Anchors and Starter Track for Release 20 - Completed																										
33	🚀	Release 130 - Anchors and Starter Track for Release 30	22 days	Thu 24-02-01	Fri 24-03-01																							
34	🚀	Release 135 - Anchors and Starter Track for Release 35 - Completed																										
35	🚀	Release 140 - Anchors and Starter Track for Release 40 - Completed																										
36	🚀	Release 145 - Anchors and Starter Track for Release 45	10 days	Wed 24-04-17	Tue 24-04-30																							
37	🚀	Release 150 - Anchors and Starter Track for Release 50 - Completed																										
38	🚀	Release 160 - Anchors and Starter Track for Release 60 - Completed																										
39	🚀	Release 165 - Anchors and Starter Track for Release 65 - Completed																										
40	🚀	Release 170 - Anchors and Starter Track for Release 70	60 days	Mon 24-02-26	Fri 24-05-17																							
41	🚀	Release 180 - Anchors and Starter Track for Release 80	30 days	Mon 24-05-20	Fri 24-06-28																							

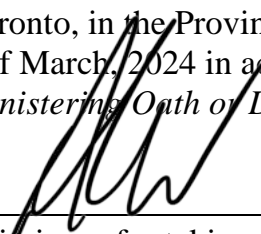
220015									1 of 2																														
Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Total Float	Actual Start	Actual Finish	2024 2025 2026																														
									F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
									4	5	5	5	5	5	5	5	5	5	5	5	6	6	6	6	6	6	6	6	6	6	7	7	7	7	7	7	7	7	7
[220015-049.MO-CP] South Station		157	157	04-Mar-24	15-Oct-24	341			15-Oct-24, [220015-049.MO-CP] South Station																														
Construction		157	157	04-Mar-24	15-Oct-24	341			15-Oct-24, Construction																														
Podium/Bus Terminal/Parking (Standard Hours)		75	75	26-Apr-24	12-Aug-24	125			12-Aug-24, Podium/Bus Terminal/Parking (Standard Hours)																														
Podium Facade		75	75	26-Apr-24	12-Aug-24	125			12-Aug-24, Podium Facade																														
Atlantic Ave Facade		75	75	26-Apr-24	12-Aug-24	125			12-Aug-24, Atlantic Ave Facade																														
North 25-31		75	75	26-Apr-24	12-Aug-24	125			12-Aug-24, North 25-31																														
Atlantic North Storefront		75	75	26-Apr-24	12-Aug-24	125			12-Aug-24, Atlantic North Storefront																														
EXT12-1020	Install Canopy Roof and Soffit / Trim	20	20	24-May-24	21-Jun-24	30			Install Canopy Roof and Soffit / Trim																														
EXT11-1030	Install Storefront- Release 10	50	50	26-Apr-24	08-Jul-24	20			Install Storefront- Release 10																														
EXT12-1030	Install Storefront - Release 10	20	20	09-Jul-24	05-Aug-24	20			Install Storefront - Release 10																														
EXT11-1050	Install Revolving Doors	10	10	30-Jul-24	12-Aug-24	125			Install Revolving Doors																														
North Facade (Waiting on Yellow Steel)		40	40	08-May-24	03-Jul-24	52			03-Jul-24, North Facade (Waiting on Yellow Steel)																														
EXT 19 - North H-F (A4.06)		10	10	08-May-24	21-May-24	-53			21-May-24, EXT 19 - North H-F (A4.06)																														
EXT19-1000	Install and Layout CW Anchors - Release 30	5	5	08-May-24	14-May-24	-53			Install and Layout CW Anchors - Release 30																														
EXT19-1010	Install CW (26 Panels @ 10/day) - Release 30	5	5	15-May-24	21-May-24	-53			Install CW (26 Panels @ 10/day) - Release 30																														
EXT 20		30	30	22-May-24	03-Jul-24	52			03-Jul-24, EXT 20																														
EXT20-1000	Install Canopy Roof and Soffit / Trim	20	20	22-May-24	19-Jun-24	52			Install Canopy Roof and Soffit / Trim																														
EXT20-1010	Install Resi Sky Street Storefront- Release 45	20	20	06-Jun-24	03-Jul-24	52			Install Resi Sky Street Storefront- Release 45																														
Tower Office / C/S		157	157	04-Mar-24	15-Oct-24	341			15-Oct-24, Tower Office / C/S																														
TOWER FACADE		157	157	04-Mar-24	15-Oct-24	341			15-Oct-24, TOWER FACADE																														
Office - 07-35		41	41	04-Mar-24	30-Apr-24	457			30-Apr-24, Office - 07-35																														
Metal Panel		40	40	05-Mar-24	30-Apr-24	457			30-Apr-24, Metal Panel																														
Curtainwall		25	25	04-Mar-24	05-Apr-24	52			05-Apr-24, Curtainwall																														
FACD-75	Facade Anchors and Curtain-wall - Lvl 34 Office	10	10	04-Mar-24	15-Mar-24	62			Facade Anchors and Curtain-wall - Lvl 34 Office																														
FACD-85	Facade Anchors and Curtain-wall - Lvl 35 Mechanical Lvl (Transfer Flr)	10	10	25-Mar-24	05-Apr-24	52			Facade Anchors and Curtain-wall - Lvl 35 Mechanical Lvl (Transfer Flr)																														
Residential - 36 - TOH		130	130	10-Apr-24	15-Oct-24	30			15-Oct-24, Residential - 36- TOH																														
FACD-95	Facade Anchors and Curtain-wall - Lvl 36 Amenity Lvl (Zipper Tie)	5	5	10-Apr-24	17-Apr-24	4			Facade Anchors and Curtain-wall - Lvl 36 Amenity Lvl (Zipper Tie)																														
FACD-105	Facade Anchors and Curtain-wall - Lvl 37 Residence	5	5	18-Apr-24	24-Apr-24	4			Facade Anchors and Curtain-wall - Lvl 37 Residence																														
FACD-115	Facade Anchors and Curtain-wall - Lvl 38 Residence	5	5	25-Apr-24	01-May-24	4			Facade Anchors and Curtain-wall - Lvl 38 Residence																														
FACD-125	Facade Anchors and Curtain-wall - Lvl 39 Residence	5	5	02-May-24	08-May-24	4			Facade Anchors and Curtain-wall - Lvl 39 Residence																														
FACD-135	Facade Anchors and Curtain-wall - Lvl 40 Residence	5	5	10-May-24	16-May-24	3			Facade Anchors and Curtain-wall - Lvl 40 Residence																														
FACD-145	Facade Anchors and Curtain-wall - Lvl 41 Residence	5	5	20-May-24	24-May-24	2			Facade Anchors and Curtain-wall - Lvl 41 Residence																														
FACD-155	Facade Anchors and Curtain-wall - Lvl 42 Residence	5	5	29-May-24	04-Jun-24	1			Facade Anchors and Curtain-wall - Lvl 42 Residence																														
FACD-165	Facade Anchors and Curtain-wall - Lvl 43 Residence	5	5	06-Jun-24	12-Jun-24	0			Facade Anchors and Curtain-wall - Lvl 43 Residence																														
FACD-175	Facade Anchors and Curtain-wall - Lvl 44 Residence	5	5	17-Jun-24	21-Jun-24	-2			Facade Anchors and Curtain-wall - Lvl 44 Residence																														
FACD-185	Facade Anchors and Curtain-wall - Lvl 45 Residence	5	5	26-Jun-24	02-Jul-24	-4			Facade Anchors and Curtain-wall - Lvl 45 Residence																														
FACD-195	Facade Anchors and Curtain-wall - Lvl 46 Residence	5	5	03-Jul-24	10-Jul-24	-4			Facade Anchors and Curtain-wall - Lvl 46 Residence																														
FACD-205	Facade Anchors and Curtain-wall - Lvl 47 Residence	5	5	11-Jul-24	17-Jul-24	-4			Facade Anchors and Curtain-wall - Lvl 47 Residence																														
FACD-215	Facade Anchors and Curtain-wall - Lvl 48 Residence	5	5	18-Jul-24	24-Jul-24	-4			Facade Anchors and Curtain-wall - Lvl 48 Residence																														
FACD-225	Facade Anchors and Curtain-wall - Lvl 49 Residence	5	5	25-Jul-24	31-Jul-24	-4			Facade Anchors and Curtain-wall - Lvl 49 Residence																														
FACD-235	Facade Anchors and Curtain-wall - Lvl 50 Residence	5	5	12-Aug-24	16-Aug-24	-11			Facade Anchors and Curtain-wall - Lvl 50 Residence																														
FACD-245	Facade Anchors and Curtain-wall - Lvl 51 Residence	5	5	19-Aug-24	23-Aug-24	-11			Facade Anchors and Curtain-wall - Lvl 51 Residence																														
ROF-150	Install Feature Wall Anchors	30	30	26-Aug-24	07-Oct-24	30			Install Feature Wall Anchors																														
ROF-160	Install Rooftop Feature Wall	15	15	24-Sep-24	15-Oct-24	30			Install Rooftop Feature Wall																														
Deflection Comeback		54	54	25-Apr-24	11-Jul-24	175			11-Jul-24, Deflection Comeback																														
08-35		54	54	25-Apr-24	11-Jul-24	175			11-Jul-24, 08-35																														
ISSU61-1410	Facade Comeback South - Lvl 09	2	2	25-Apr-24	26-Apr-24	15			Facade Comeback South - Lvl 09																														

PROJECT ID: 220015
 DATA DATE: 04-Mar-24
 PRINT DATE: 29-Feb-24
 Page 1 of 2

[220015-049.MO-CP] South Station

TASK filters: (Untitled Filter)_1030,
 Remaining, SS Exterior.
 Baseline: 220015-029.MO-RB

This is Exhibit "F" referred to in the
Affidavit of John Tangney affirmed by John Tangney of the
City of Reading, in the State of Massachusetts, before me at
the City of Toronto, in the Province of Ontario,
this 11th day of March, 2024 in accordance with
O. Reg. 431/20, Administering Oath of Declaration Remotely.



A Commissioner for taking affidavits

ALEXANDER SOUTTER

Linda Wynne

From: Mitch Stephenson <mstephenson@fasken.com>
Sent: Sunday, March 10, 2024 10:01 AM
To: Alexander Soutter
Cc: Rebecca Kennedy; Grant Moffat; Jeffrey.Levine@mcmillan.ca; Wael.Rostom@mcmillan.ca; JMACLELLAN@blg.com; APunzo@blg.com; DBambrough@blg.com; linc.rogers@blakes.com; caitlin.mcintyre@blakes.com; Stuart Brotman
Subject: RE: [EXT] Position of Suffolk re EDC v Antamex draft order [IMAN-CLIENT.FID188062]

Thanks, Alexander. EDC will not agree to limit the stay of proceedings in the manner you suggest. You indicated that a complete stay of proceedings is inconsistent with Justice Black's order that Antamex continue to operate in the ordinary course of business when it is in fact precisely the opposite. Antamex cannot continue to operate in the ordinary course of business without a complete stay. The very fact that your client is considering exercising its contractual remedies against Antamex in light of the partial receivership order is proof enough. We note that the need for a complete stay, irrespective of the breadth of the receivership order, was discussed briefly in submissions at the hearing on February 27. It is unfortunate that your client was advised of Antamex's financial difficulties and EDC's enforcement efforts so late in the process, especially considering that EDC issued its section 244 notice two months ago on January 10, 2024. Your client is not the first to have received this news from Antamex later than it should have.

About settling the order, I mentioned on my call with Grant yesterday that we received an objection to the form of order from counsel for the US landlord as well. Justice Black is aware of this objection, and we have asked him not to sign the order while the parties work out their positions. We expect that we will be in a position to send a high-level update to the Court tomorrow (TGF will be included in that update). We think it is likely that the partial receivership order will need to be addressed in the context of Tuesday's hearing.

Mitch

Mitch Stephenson

Partner

T +1 416 868 3502 | mstephenson@fasken.com

Fasken Martineau DuMoulin LLP

From: Alexander Soutter <ASoutter@tgf.ca>
Sent: Saturday, March 9, 2024 8:39 PM
To: Jeffrey.Levine@mcmillan.ca; Wael.Rostom@mcmillan.ca; JMACLELLAN@blg.com; APunzo@blg.com; DBambrough@blg.com; linc.rogers@blakes.com; caitlin.mcintyre@blakes.com; Mitch Stephenson <mstephenson@fasken.com>; Stuart Brotman <sbrotman@fasken.com>
Cc: Rebecca Kennedy <Rkennedy@tgf.ca>; Grant Moffat <GMoffat@tgf.ca>
Subject: [EXT] Position of Suffolk re EDC v Antamex draft order [IMAN-CLIENT.FID188062]

Counsel:

As you are aware, we are the lawyers for Suffolk Construction Company, Inc. ("**Suffolk**"). Suffolk has engaged Antamex Industries ULC ("**Antamex**") as subcontractor pursuant to the following two agreements:

1. Subcontract Agreement between Suffolk as contractor and Antamex as subcontractor dated as February 21, 2020 (the “**South Station Subcontract**”); and
2. Subcontract Agreement between Suffolk as contractor and Antamex as subcontractor dated as April 26, 2022 (the “**109 Brookline Subcontract**” and, together with the South Station Subcontract, the “**Subcontracts**”).

Pursuant to the Subcontracts, Suffolk engaged Antamex to manufacture and install the modular glass facade (referred to in the Subcontracts as the “curtain wall”) at the respective Projects located in Boston, Massachusetts. The Subcontracts are governed by Massachusetts law. Antamex’s sureties issued payment and performance bonds to Suffolk as Obligee with respect to both Projects.

Suffolk’s current contract value for the 109 Brookline Project is USD\$201,148,926 of which the 109 Brookline Subcontract is over USD\$26M. Suffolk’s current contract value for the South Station Project is slightly over one billion dollars of which the South Station Subcontract is over USD\$57M. With respect to both Projects, delay in the timely installation of the curtain wall will result in millions of dollars (potentially tens of millions of dollars) in damages incurred by Suffolk and the owners of both Projects due to the unique and critical nature of the curtain wall systems on both Projects - well in excess of the EDC debt. Antamex’s sureties are liable for these damages under the bonds.

We understand that an initial hearing with respect to EDC’s application for the appointment of Deloitte Restructuring Inc. (“**Deloitte**”) as receiver of all of the assets, property and undertaking of Antamex (the “**Property**”) was held on February 27, 2024, and that EDC’s application was adjourned to provide the parties until March 4, 2024 to address possible funding of Antamex by the sureties that have issued bonds in connection with various projects supplied by Antamex. Suffolk did not learn of EDC’s receivership application until March 5, 2024, when Suffolk was advised by counsel to Antamex that a receiver had been appointed with respect to Antamex upon application by EDC with respect to certain equipment located in Norwich, Connecticut.

As disclosed in Justice Black’s endorsement (which we understand was issued on March 5, 2024, although dated February 27, 2024), Deloitte was only appointed as receiver of the “**EDC Collateral**” (also referred to as the “**U.S. Collateral**”) and the related books and records (in such capacity, the “**Partial Receiver**”). We understand that EDC’s application for the appointment of Deloitte as receiver of all of the Property was adjourned until March 12, 2024, to provide additional time for the sureties to determine if they will provide funding to Antamex. We note that paragraph 3(f) of the March 5 endorsement provides as follows:

“f. During the period between now and March 12, 2024, Antamex may continue to operate in the ordinary course, including performing as required under construction contracts with respect to the ongoing fabrication, supply, and installation of materials.”

Immediately upon becoming aware of the appointment of the Partial Receiver, Suffolk, through counsel, contacted counsel to Antamex and advised that our interpretation of the March 5 endorsement was that only the EDC Collateral would be subject to the stay provisions and that “ordinary course” with respect to the balance of the business meant that each counter party continued to enjoy all of its rights and remedies against Antamex. At that time, we requested copies of the materials filed in the proceedings and a draft of the Order. We were advised that the Order was currently under review by counsel to the sureties. However, we were never provided with the draft order by counsel to Antamex.

Late yesterday afternoon, we received from counsel to the sureties a copy of the draft order appointing Deloitte as Partial Receiver, which we understand was negotiated by counsel to the sureties, Antamex and EDC, all subject to approval of the Partial Receiver. Paragraphs 10, 11 and 12 of the draft order appear inconsistent with paragraph 3(f) of the March 5 endorsement as they appear to extend the scope of the stay of proceedings against Antamex beyond the “EDC Collateral”.

Paragraph 10 broadly defines “**Property**” to include all assets, undertakings and properties of Antamex, including the EDC Collateral, and imposes a stay of proceedings with respect to Antamex and the Property, not just against Antamex as such proceeding may relate to the EDC Collateral.

Paragraph 12 provides as follows (emphasis added):

12. ...no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver as it relates to the US Property or leave of this Court as it relates to the Property other than the US Property.

The requirement that any contractual counterparty obtain leave of the court before exercising any contractual right against Antamex as it relates to the Property other than the “EDC Collateral” is inconsistent with Justice Black’s order that until March 12, Antamex continue to operate in the ordinary course, including performing as required under its various construction contracts.

Similarly, the stay of rights and remedies against Antamex in paragraph 11 extends to rights and remedies affecting all of the Property, rather than just the EDC Collateral (emphasis added):

11. ...all rights and remedies against or affecting the Debtor, the Receiver, or the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (a) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (b) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien. The applicability of this paragraph to the Property, other than the US Property, is subject to further Order of the Court.

Although this expanded stay appears to be subject to further order of the court, in the meantime it appears to attempt to limit the rights and remedies available to Antamex’s contractual counterparties contrary to paragraph 3(f) of the March 5 endorsement.

Suffolk objects to the issuance of the draft order in its current form. In our view, paragraph 3(f) of the March 5 endorsement preserves Suffolk’s right to exercise any and all remedies available to it under the Subcontract. We also note that limiting the scope of the stay in paragraphs 10, 11 and 12 to only the EDC Collateral is consistent with the limited stay that has been ordered in other partial receiverships (see *Caisse v River*, 2013 ONSC 6809). We ask that counsel to the Receiver advise Justice Black of our concerns, our objection to the order being signed in its current form and our request that we be provided an opportunity to address the terms of the draft order prior to it being signed.

In the meantime, we confirm that, in accordance with paragraph 3(f) of the March 5 endorsement, Suffolk reserves its right to exercise all of its rights and remedies under the Subcontracts in accordance with the terms thereof including, without limitation, the right to terminate the Subcontracts as a result of any defaults that have occurred thereunder.

Regards,



Alexander Soutter | Associate | ASoutter@tgf.ca | Direct Line +1 416-304-0595 | | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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EXPORT DEVELOPMENT CANADA

- and -

ANTAMEX INDUSTRIES ULC

Applicant

Respondent

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended

Court File No.: CV-24-00715153-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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AFFIDAVIT OF JOHN TANGNEY

Thornton Grout Finnigan LLP

100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7

Grant B. Moffat (LSO#32380L)

Tel: 416-304-0599
Email: gmoffat@tgf.ca

Rebecca Kennedy (LSO#61146S)

Tel: 416-304-0603
Email: rkennedy@tgf.ca

Alexander Soutter (LSO#72403T)

Tel: 416-304-0595
Email: asoutter@tgf.ca
Fax: 416-304-1313

Lawyers for Suffolk Construction Company, Inc.